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ERRATUM.—*In list of shareholders, for Farrow, Wm. Loxam, read Farrer, Wm. Loxham.*

THE SOLICITORS' JOURNAL.

LONDON, JANUARY 10, 1857.

THE costly litigation in the matter of the Royal British Bank has as yet done no service to any of the parties concerned. The shareholders have got no relief, and the depositors are in much the same position as at first, with the exception that some months have been lost and some thousands of pounds have been expended, which would otherwise have gone to swell their dividend. But the ruin and the waste that we have already seen are nothing to that which may be shortly expected. It is competent for every one of the six thousand creditors to take proceedings against each of the two hundred and eighty unhappy shareholders. Who can estimate the devastation which may ensue, or the frightful addition which the costs of innumerable actions may make to liabilities already sufficiently heavy? If creditors would but abstain from pressing their claims against individual shareholders, there can be little doubt that the call to be immediately made by the official manager would, together with the remaining assets of the Bank, suffice for the payment of twenty shillings in the pound. It is not impossible, on the other hand, that the threatened rush of executions may have the effect of putting every shareholder to flight, and defeating the measures of the official manager, by which their demands might otherwise be met in full. Every depositor, however, is at perfect liberty to attack any shareholder he pleases, 'with the full assurance that neither law nor equity will interpose to stay his hand. "The law allows it and the court awards it," and no Portia has found out a plea to baffle those who stand for law and insist upon their bond. The application for the appointment of a Receiver under the Companies Bankruptcy Act was the last remaining chance for the shareholders, and that has failed. No one can question the justice of throwing the loss occasioned by the frauds of directors upon the members of the company, who, with their eyes open, undertook the risk, rather than upon depositors who paid in their money on the faith of the unlimited liability of every shareholder. But it is a scandal to the administration of justice, that no better means have been provided for securing payment of the debts of an insolvent company than the ruinous scramble, which is likely enough, if it continues, to exhaust or scatter every farthing of available assets, without satisfying half of the claims which the bank has to meet.

It had been hoped that whatever might be the results of the litigation to the parties concerned, we should at least have obtained a satisfactory interpretation of the statutes as guide in future proceedings. But the elaborate judgments that have been delivered have done little to clear up the law, and nothing whatever to correct the evils which have resulted from the mode of its ad-

ministration. The solitary point decided is that the Winding-up Act has not totally repealed the earlier statute, though it still remains doubtful whether the clauses which relate to the appointment of a Receiver are to be considered as supplanted by the larger provisions of the subsequent act. The difficulty which the legislature has created by neither prohibiting nor regulating concurrent proceedings in Chancery and Bankruptcy still remains, and throughout the contest the Courts have made no effort to unite in the same hands the powers derived from rival jurisdictions, which cannot be effectually exercised by different and hostile officials.

Judicial interpretation having failed to harmonise the conflicting statutes which Parliament has enacted, as if on purpose to perplex lawyers and confound the public, there is but one remedy by which a recurrence of the same mischiefs can be avoided. Legislative power alone can correct the evil which it has produced, and not a day should be lost in providing a carefully revised act, for the winding-up of bankrupt companies, to take the place of the mass of contradictions which now deforms the Statute-book. The law officers of the Crown cannot shut their eyes to this duty, after the intimations of its necessity which have fallen from the bench. The language of L. J. KNIGHT BRUCE is but the authoritative expression of what every man of common sense feels upon the subject. "It is to be hoped," said that learned judge, "that the legislature will take steps to prevent the recurrence of conflicts and complications such as the proceedings before us exhibit and portend—miserable conflicts, distressing complications, which it has itself created—conflicts and complications which must embitter the anxiety and add weight to the oppression of sufferers under nefariously conducted schemes, such as the thing ironically called the 'Royal British Bank'; conflicts and complications which, to a civilized people, are nationally discreditable, and, in a governed country, ought not to be possible."

It cannot be supposed that such suggestions from such a quarter will fall on deaf ears, even if the share which the Lord CHANCELLOR has taken in the matter were not enough to ensure the introduction of a bill so urgently required. It will need vastly more care and knowledge than went to the concoction of the existing law, to settle the details of a measure which shall do justice alike to creditors and members of a defaulting company. But we do not think that there will be much difficulty in laying down the general principle on which it should proceed. The object to be kept in view is simply to preserve, and if possible, to increase the security which creditors at present enjoy, and to save the shareholders from the needless aggravation of their loss to which they are now exposed. The creditor's security is the aggregate property of the whole body of shareholders, and if that can be made available without the clumsy device of a general scramble, creditors will suffer nothing by being deprived of their right of indiscriminate execution. We believe that not only may this be done, but that a regular administration of the assets of the company and the contributions of its members might be made more productive than the harsher proceedings which the law now allows. To do this, all that is necessary is to combine the principle of the Bankruptcy Act (7 & 8 Vic. cap. 111), with an improved form of the machinery of the Winding-up Act.

There are only two substantial differences, in principle, between the two systems. The Bankruptcy Act gave the conduct of the winding-up to the representative of the creditors, and, at the same time, was intended to stay their individual actions, on the appointment of a receiver, who was a sort of embryo official manager, except in cases where the leave of the court had been first obtained. The Winding-up Acts, on the contrary, can only be set in motion by shareholders,

and worked by their nominee. Nor are they allowed to interfere with the right of creditors to proceed to execution against individual members. In both respects the former act is preferable to the latter, whether regarded in the interests of the debtors or of the creditors. It is clear that the property of the debtors will not go as far in satisfaction of the liabilities, under the present wasteful system, as it would do if it were rateably and systematically distributed; and if powers were given to the court to seize the property or person of any member who was about to abscond, and to avoid all fraudulent assignments, the position of the creditors, as a body, would be far better than it is at present. The act of the 7th and 8th Victoria failed in practice because it required the joint action of two independent courts, and provided no adequate means for working out its own principles. All that portion of it which was intended to effect what is now done under the Winding-up Acts, has remained, for this reason, a dead letter. The principle on which it proceeded has never, in fact, been tried, and we believe that the easiest way of remedying the confusion which now disgraces the law will be by recurring to the original idea of the 7th and 8th Victoria, and carrying it out by means of the single jurisdiction of the Court of Chancery, armed with adequate powers for the enforcement of calls, and for the prevention of any attempt on the part of a shareholder to escape contribution, or to withdraw his property from the reach of the court.

THE case of *KINGSFORD versus MERRY*—now agitating the commercial world—is somewhat complicated in its facts; but the important question which arises under them is intelligible enough, and we will endeavour to state shortly so much of the circumstances as appears material to explain that question. Messrs. *KINGSFORD & SWINFORD*, the plaintiffs, are manufacturing chemists, and they usually sell their manufactures through a broker, retaining possession till payment, but delivering invoices to the purchaser on receiving advice of any transaction. It appears that in the year 1853 certain casks of acid made by them were sold in this way; and were sold over by the purchaser to one *ELLIS*, who received in due course a "delivery order" on the plaintiffs. *ELLIS*, in his turn, sold over to *LEASK*, a broker who was induced to buy through the knavery of one *ANDERSON*, who falsely and fraudulently represented to *LEASK* that he had authority to procure such purchase to be made on behalf of another party. *ELLIS* handed the "delivery order," which had been given to him, to *LEASK*; and *LEASK*, after indorsing it specially deliverable to himself, handed it to *ANDERSON* that he might inspect the acid at the plaintiffs' warehouse. Armed with this "delivery order," however, *ANDERSON* induced the plaintiffs to send the casks of acid to a wharfinger, to his (*ANDERSON*'s) order; and he persuaded them so to act by falsely and fraudulently representing that the acid had in reality been bought by *LEASK* from *ELLIS* for him (*ANDERSON*). While the casks remained at the wharf, *ANDERSON* transferred the delivery warrant given by the plaintiffs to the defendant, Mr. *MERRY*, as part security for a *bona fide* loan; the acid was subsequently sold over by the defendant; and *ANDERSON*, who of course had never paid for it, became a bankrupt, and was finally transported for forgery. Upon discovering that the acid had been disposed of by the defendant, the plaintiffs commenced the present action in trover against him; on the ground that, under the circumstances, *ANDERSON* could give no title. The judge who tried the cause at the Guildhall sittings after Michaelmas Term, 1855, directed a verdict for the defendant, but gave the plaintiffs leave to move the Court of Exchequer to enter the verdict for themselves instead. This application was refused; but the decision of the Court being appealed against

under the Common Law Procedure Act, 1854, was reversed by the Exchequer Chamber; by which Court the verdict was directed to be entered for the plaintiffs on the leave reserved, to the great indignation of Mr. *MERRY* and a host of sympathisers.

It was urged for the plaintiffs, in the Exchequer Chamber, that, under the circumstances of the case, the relation of vendor and vendee had never existed between the plaintiffs and *ANDERSON*; and it was insisted that where a party, *not a vendee*, obtains possession of property by fraud, and sells or pledges it to a *bona fide* purchaser or pledgee, he cannot thereby convey a title. It was urged, on the other hand, for the defendant, that the plaintiffs had been guilty of "laches" in arming *ANDERSON* with the *indicia* of property—that is to say, with the delivery warrant; and that they were therefore estopped from disputing the title of his innocent vendee; for that where one of two innocent persons must suffer, it should be he whom the mischief was occasioned. The judgment of the Court, in favour of the plaintiffs, delivered by Mr. Justice *WIGHTMAN*, dwelt much on the circumstances of the case, as showing, in their opinion, that no privity of contract existed between the plaintiffs and *ANDERSON*. "It is stated," said the Court, "in the evidence set out in the case, that the plaintiffs gave the delivery order to *ANDERSON*, and dealt with him as the assignee, not as purchasing goods from them, but as having purchased them from (query 'through') *LEASK*, as falsely represented by him. There was no privity of contract between the plaintiffs and *ANDERSON*; and it was only as representing himself as claiming under *LEASK* that they gave him, by the delivery order, the means of possessing the goods. Such a delivery, under the circumstances of this case, would no more pass the property in the goods than a delivery to an agent or servant of *LEASK* would pass the property to such agent or servant."

The decision in this case—supposing it to remain un-reversed in the House of Lords—appears, in the first place, to confirm the general proposition, that, where a party, *not a vendee*, obtains possession of any property by fraud, and sells or pledges it to a *bona fide* purchaser or pledgee, he cannot thereby convey a title to such property; and, in the next place, to establish that such general rule is not subject to *exception* in a case where such fraudulent possession being obtained through the medium of a "delivery order," the possessor attempts to convey such title by an indorsement and delivery of such order to an innocent buyer or pledgee of the property.

It is to be observed that the first of the above propositions is in harmony with the general rule of law, that (unless in the case of goods sold in market overt) it is only from the *owner* of goods that any property in them can be derived—a rule, the application of which, in many cases, is common learning. It is, moreover, by no means inconsistent with a doctrine which has been recently discussed and established in the Court of Common Pleas (and on which, indeed, the decision of the Court of Exchequer in the present case proceeded), that if *MERCATOR* sells goods to *DOLOSUS*, and afterwards discovers the contract to have been obtained by fraud, he may disaffirm the transaction—provided, in the meantime, the property in the goods has not been transferred by *DOLOSUS* to *INNOCENS*, for valuable consideration; but that if such transfer has taken place, then the title of such transferee prevails. For, according to the view taken in the Exchequer Chamber, this state of things did not arise for consideration, inasmuch as that Court held that the plaintiffs had never sold to *ANDERSON*.

The whole, or at least the chief point, of the matter in the eyes of mercantile men, lies in the second of the above propositions; for without, perhaps, much caring to understand the general law, their ideas of the rights and liabilities attaching to "dock warrants,"

"wharfingers' receipts," "delivery orders," and similar documents, have been, it would seem, long settled, and to these ideas the decision of the Court of Error has given a rude shock. The truth appears to be that these documents being—unlike bills of exchange and bills of lading—of modern invention only, are at present to be legally dealt with, not by any custom of merchants, but by the ordinary rules of the common law, unless where (as in the case of such documents being "entrusted" to agents, &c.) they are governed by special Acts of Parliament. And, according to these rules, a "delivery order" appears to be only a species of *title-deed* to the goods to which it has reference; and not of itself to be able to change either the possession in, or the property of, such goods. If, then, the propositions we have above deduced from this case, or either of them, are inconsistent with mercantile security, or with the facility which ought to be afforded to commercial transactions, an Act of Parliament would seem to be the proper remedy.

For ourselves we cannot feel any surprise at the consternation which the mercantile world has exhibited; for though, as we have shown, it is a difference as to the *facts* not the *law* of the case which appears to have led the Court of Error to reverse the decision of the Court of Exchequer, yet this reversal, or rather the reason given for it, is sufficient to upset the ordinary course of dealing in these matters. Among merchants the grievance is felt to be intolerable, that one who would lend his money upon, or buy goods through, the medium of one of these documents, should be obliged—and that only in the exercise of an ordinary prudence—first, to trace the different steps through which it may have travelled before coming to his hands. Such an obligation, it is believed, would cripple his resources; would produce, in many cases, fatal delay; and would, in all cases, leave behind the sting of insecurity. Hitherto the merchant has treated these documents simply as bank notes, or as securities freely convertible into money (and that with complete security), by endorsement and delivery; and if he has done so without the authority of the law, why?—so much the worse that law is than he thought it, and the sooner it is set right the better. Such, it is alleged, is the feeling of a large majority of the most influential trading houses; and, if it should prove to be so, such feeling ought to be respected. In the meantime, we shall watch with interest the proceedings of the meeting of merchants, to be held on the 19th current, for the full discussion of the question.

Summary of Legal News.

At the Court of Bankruptcy, on Thursday, a meeting was held for the proof of debts in the case of the Royal British Bank, and the case of the new shareholders, who claim to prove for the amount paid upon their shares, was brought forward, and after a partial hearing adjourned to Thursday next. These shareholders allege that they were induced to take shares through fraud, that money got by fraud can be recovered as money had and received, and in case of bankruptcy proof should be admitted for the amount. Further, if the fraud should be established, the new shareholders will claim to repudiate their shares, and dispute their liability to pay calls. It was also pointed out that, by 7 & 8 Vict., c. 113, additional capital could not be raised unless the previous capital had been paid up, and when the new charter was obtained in February, 1855, this requisition had not been complied with, and therefore the question arose whether the new shareholders had ever been legally shareholders at all.

It was proposed to prove that the directors had published false statements of the affairs and position of the bank with the intent to induce people to take shares, and that shares had been taken in consequence of these false statements. The bank had divided 6 per cent.,

but that dividend had been paid out of capital. A reserve fund had been mentioned, which fund, it would be proved, did not exist. The debts of the chairman, manager, and some of the directors were represented as available assets, as also were the mines in Wales. But really they were not so. If it could be shown that the new shareholders had received any dividend, the amount would have to be deducted from their claims. It might be urged, on the other side, that the directors had given up the management of the bank to two or three of their body, but it was contended that that would make no difference. Reference was made to the case of *Burns v. Pennell*, in the House of Lords, where Lord BROUGHAM says, "You must show that there has been some specific fraudulent conduct on the part of the directors—some grossly fraudulent conduct which gave rise to the particular contract in question. It is not a general averment of *dolus*; it must be *dolus dans locum contractui*." Counsel for the claimants said he should show the kind of fraud referred to by Lord BROUGHAM. After some evidence had been given, the proceedings were adjourned for a week, to give time for the examination of the bank accounts.

On the 3rd instant, Mr. HUMPHREY BROWN, M.P., was adjudged bankrupt on the petition of the Royal British Bank, claiming as creditor for £40,000.

The gang of forgers now under examination at the Mansion House have gained an infamous pre-eminence for patient assiduity, fertile invention, and, for a long time, unbroken success in crime. In various ways, and with more or less dishonesty, they possessed themselves of blank forms of cheques upon different bankers, and then of specimens of the signatures of customers of the banks, which they might imitate in filling up the cheques. One of the confederates had in his possession blank cheques upon Messrs. GOSLING & Co., which, in fact, he had "accidentally found" in the pocket of Mr. TURNER, solicitor, of Red Lion-square, and the question was how to obtain Mr. TURNER's signature to serve as a model for the skilful forger, who was to turn the "accident" to profitable account. A plan was continued by SAWARD, a member of this worthy company, who, we believe, brought to its deliberations the aid of a legal education, and his suggestion was industriously carried into effect by ATWELL, now a convicted felon and witness against his former friends. ATWELL was to call on Mr. TURNER and instruct him to take proceedings in his name against one HESP on an I. O. U. for about £30. HESP was a fictitious personage, and his address was at a place hired by ATWELL for the occasion. Mr. TURNER wrote to this address the usual application before proceeding, and the money was promptly paid. ATWELL advanced the needful sum, and his brother went, either in the name or on the behalf of the imaginary HESP, and handed it to Mr. TURNER. Soon after, ATWELL goes to Mr. TURNER's office to learn the result of the application made to HESP. Unlike many clients who visit their solicitors on similar errands, he finds that the debt has been promptly paid; and, with equal promptitude, Mr. TURNER's clerk pays him the amount, but, "most unfortunately," in cash and not by cheque, as the confederates had hoped. The learned and patient SAWARD was not far off.* The disappointment is announced to him, and he bears it with the equanimity of a great mind. "We must wait a little, and then try it again," and meanwhile there is "business"—that is, forgery—to be done elsewhere.

The professional assistance of Mr. TURNER of Red Lion-square, was soon required again by ATWELL. On this occasion, the debt to be recovered was upwards of £100. The name of the debtor was to be HART, and a lodging was taken in his name. The exertions of Mr. TURNER, in the case of HART, were as rapidly successful

as with HESP. The money was paid, and on this occasion Mr. TURNER gave ATTWELL a cheque for the amount; and thus, at length, his long desired signature was in the possession of the industrious forgers. The subsequent steps appear to have been nearly the same in all the forgeries. A room was hired, and some young man, advertising for a clerk's situation, was engaged by one of the gang. After going on one or two immaterial errands, the new clerk is desired to step to some bank and get cash for a cheque which bears a skilful imitation of the name of TURNER, or some other customer of the establishment. The young man is watched to and from the bank. If he receives the money, and should happen to forget the way back to his new master's residence, there is some one near at hand to remind him that over London Bridge is not the nearest cut to the Eastern Counties Railway. If payment is refused, the unhappy candidate for employment falls under a charge of forgery; and the confederates, warned in time, disappear from the head-quarters they had selected for that particular experiment. The convict ATTWELL, who tells this tale, is evidently proud of the skill, assiduity, and repeated triumphs of his gang, and he exults in the distinguished appearance he has made upon the stage he is now compelled to leave.

An inquest has been lately held in a case where death appeared clearly attributable to strychnine, but the symptoms so fully described in PALMER's trial did not present themselves. The deceased, a female servant, aged 37, was found by her mistress lying on the floor, as if she were in a fit. On the arrival of a neighbouring medical man she was quite dead. There was nothing in the appearance of the body to account for death—no *rigor mortis*, such as is believed to follow death by strychnine—but there was some muscular action of the fingers. A bottle belonging to the deceased contained a compound of strychnine and French chalk, and the medical witness who examined the stomach stated that the deceased had taken 12 or 15 grains "of the poison," meaning, probably, the compound. According to the Coroner, Mr. WAKLEY, it results, from this inquiry, that a person may die from the effects of strychnine, and yet no external trace be left, nor even the slightest injury to the coats of the stomach be discernible.

The system of "responsible Government" has now been inaugurated in the Australian Colonies, and in New South Wales one consequence of the change has been that the office of Attorney-General, one of the four which form the ministry of that colony, has been bestowed on an attorney, who is said to be a clever man and a good debater. Mr. MARTIN, the new Attorney-General, had passed an examination for the bar, and he was admitted a barrister a few days after he had been appointed to an office which in England his elevation. His tenure of office, however, was very short, as the ministry, of which he was a member, resigned almost immediately.

From New York, we have the news that the standard of examination, previous to admission to legal practice, had been raised rather suddenly by the authorities, and that many candidates had been consequently rejected, and great alarm spread among youthful aspirants to the functions of barrister and attorney.

The city meeting, to consider the state of the law as to warrants for goods, has been postponed to the 19th instant. It is curious to notice the frequent discrepancies between commercial practice and authoritative expositions of the law. Not long ago the question of crossed cheques was so handled judicially as to cause some disturbance in the minds of men of business. Now we have the judgment in *Kingsford v. Merry*, spreading wide dissatisfaction; and it appears also that, in case of variation between the words and figures

of a cheque, the practice of bankers has been opposed to what recognised treatises declare to be the law. These are matters well worthy of the attention of the conference on commercial law, to be shortly held under the auspices of the Law Amendment Society, and of which we give the particulars elsewhere.

Recent Decisions in Chancery.

A very important question has been decided in Robinson's executors' case, *In re Royal Bank of Australia*; whether the rule of law involved in the decision can be considered as satisfactorily or conclusively settled is another thing. The case was originally heard before V. C. Stuart, assisted by Mr. Justice Erle; and an appeal from his Honour's order, which was in accordance with the opinion of Mr. Justice Erle—was heard by the full court of appeal. After it had been well argued, their lordships intimated their desire to have it re-argued before them, assisted by two common law judges. Accordingly, the case was again argued before the Lord Chancellor and the Lords Justices, assisted by Mr. Justice Creswell and Mr. Baron Martin. The result of all was, that after several months of consideration, and several months more of re-consideration, on the 4th of December last, judgment was delivered by the court; the Lord Chancellor supporting the decision of the court below, and therein agreeing with all the common law judges, and both the Lords Justices strongly dissenting in opinion from his lordship and all the other judges, but in consideration of the weight of authority against them, declining to act upon their own view. The decision of the Vice-Chancellor, was, therefore, affirmed. The facts may be stated very shortly. R. took shares in and executed the deed of settlement of the Royal Bank of Australia, which is now being wound up. The shareholders covenanted to pay calls and to bear the losses of the company. Upon the death of R. his executors were made contributories, and they paid or compromised for payment of a call by the master. A further call was made, but not before they had distributed R.'s assets in the payment of simple contract debts. For the official manager it was contended that they were nevertheless liable to pay the call, inasmuch as it was a specialty debt, being an obligation under seal of their testator to pay calls, and that the further call was a certain, although a future debt, and it was their duty to retain assets to meet it. The executors, on the other hand, argued that the call was not a specialty. The power of the master was not limited by the provisions of the company's deed of settlement; nor must the call necessarily be in respect of losses contemplated by the deed. Mr. Justice Creswell, delivering the opinion of Mr. Baron Martin and himself, considered that the question was untouched by authority, and depended altogether upon the construction of the Winding-up Acts. On this point, he said that, "assuming, for the sake of argument, a final winding-up of the concern and settling the rights of the partners, and that the official manager will be acting upon and working out the covenant entered into by the shareholders to pay certain claims and bear losses in proportion to their shares, and that the money called for would be a specialty debt, it appears to me that the whole scope and object of the Winding-up Acts are much more extensive; that the calls made under them are primarily to pay creditors and cannot be referred to any power contained in the deed of covenant, but to the statutory powers given by the Legislature. On the whole, therefore, we are of opinion that this debt cannot be treated as a debt by specialty." The Lord Chancellor was of opinion that what the shareholders had to pay in consequence of a call was independent of any such stipulation as that contained in the deed of settlement relied upon by the official manager; every shareholder being liable to every creditor to the full amount of his demand; and the sum raised by the master representing "not any demand of the shareholders *inter se*, but the aggregate amount of all the creditors on the whole of them," which the solvent shareholders were bound to make up, not by virtue of any engagement contained in the deed, but by virtue of the general rule of law which makes every partner liable to the whole of the demands on the partnership. Lord Justice Knight Bruce thought that the call in this case was "to some extent, if not wholly, a just demand directly founded on a covenant," and therefore constituted a specialty. L. J. Turner took the same view. Regarding the Winding-up Acts, as intended mainly to enable shareholders to

settle their rights between themselves, and not to secure the interests of creditors; and assuming that the legal and equitable rights to be adjudicated upon must depend upon the contracts into which the parties have entered, which contracts were not in any respect altered by the acts; his lordship came to the conclusion that the testator's contract being under seal, the call was a specialty debt, as it was merely the mode of working out the contract that had been provided by the legislature.

The order of the court, however, as we have already mentioned, was in affirmation of the judgment of the court below, notwithstanding the strongly-expressed opinions of the majority of the judges of the Appellate Court, in favour of a dismissal. The case is equally important as a decision upon the construction of the Winding-up Acts, and as an instance of the common law judges, brought in to assist the Appellate Court of Chancery, virtually over-ruling the majority of that court. In this respect, however, we suppose it is not meant for a precedent.—*In re The Royal Bank of Australia, Robinson's Executors' Case*, 5 W. R., 126.

The rule which applies to purchases by or through a solicitor or other agent for the vendor has been frequently the subject of discussion in courts of equity. The principle of the rule is the same as that affecting purchases by trustees of the trust property—viz., that such dealings are opposed to public policy, and should not be sanctioned by the court; because, though in any particular case there may be evidence that the transaction is fair, yet it is clear that from the relations of the parties, the interest of the solicitor, agent, or trustee, must in many cases conflict with his duty; and also, as Lord Eldon said in *Ex parte Bennett*, 10 Ves. 385, "from the impossibility of knowing the truth in every case." The rule itself is now sufficiently definite, not going so far on one side as Lord Rosslyn's view, which was, that to invalidate such a purchase, it must be shown that the party in a fiduciary position had an advantage in the dealing; nor on the other, according to Lord Eldon, that in no case can the vendor's solicitor or trustee be permitted to buy either for himself or for another. The course of more recent authorities seems to lie between the two; and, in the case of a purchase by a solicitor, may be stated in the words of the marginal note to the case of *re Blaye's Trust*, 1 Mac. & Gor. 488. They are as follows:—"The solicitor who conducts the sale of property cannot become the purchaser without giving full explanations to the vendor, and informing him that he (the solicitor) is to become the purchaser." In *Hesse v. Briant*, 5 W.R. 108, Mr. Mellersh, a solicitor, acted for the vendor, from whom he had an ample written authority to sell, and also was the solicitor of the purchaser, to whom he sold the property for a higher price than was named in the written authority. There was no evidence of fraud, or of inadequacy of price. The only question for the court was as to the conduct of Mr. Mellersh towards the vendor. The facts are stated in the report, and upon them Vice-Chancellor Stuart supported the contract, and decreed specific performance. The Lord Chancellor, however, took a different view. Such a transaction, he considered, must be characterised by "the *utmost* good faith, and the *utmost* openness of dealing." The main circumstance relied upon by the vendor (the defendant) was, that though he was informed by his solicitor without delay of the fact of the sale, and the stipulated amount of the purchase-money, he had been purposely kept in ignorance of the name of the purchaser. The solicitor signed the contract on behalf of the vendor, and the purchaser on his own behalf; and the purchaser's case was that no solicitor had acted for him, but that he relied wholly upon his own judgment in the negotiation, which he insisted was carried on between him and Mr. Mellersh at arm's length. It appeared, however, that in a bill of costs delivered by Mr. Mellersh to him, there were several items relating to the contract for purchase.

The effect of this decision is to make it necessary for solicitors, who can in any way be said to act for both vendor and purchaser, to do nothing in the matter, however trifling it may appear to be, without the fullest sanction of the principal concerned, such sanction being obtained from the principal with a knowledge of all the facts. In such a case, the solicitor is to be regarded more as an instrument than as an agent for conducting the treaty, and carrying out the contract. The Lord Chancellor, indeed, expressly laid it down, that the proper course for a solicitor, under circumstances which admitted of a personal treaty between the principals, would have been to bring them together—a course which cannot be too strongly impressed on solicitors, who fill the difficult position of agents to both parties to a treaty.

In a late case before the Lords Justices (*Re Dickson*, 5 W. R.

108), the principle on which taxation of a solicitor's bill will be ordered under the third party clauses (6 & 7 Vict. c. 73, ss. 38, 39) is laid down in a form somewhat different from what had previously been understood to be the rule of the court. It had long been settled that the only cases where taxation would be allowed after payment in the common case between a solicitor and his client, being himself liable to pay, were those where there had been pressure or overcharge, amounting to fraud. But an impression prevailed that, under the third party clause, these conditions would not apply with the same strictness. Where a man chooses, without pressure, to pay a bill out of his own pocket, there is much stronger reason for refusing taxation than where the bill has been paid by a trustee, without the concurrence of the party liable; and it has been urged, in such cases, that payment by the trustee ought not to conclude the person liable, any more than payment under pressure by himself; because, in neither case, is the payment a strictly voluntary act of the party who is ultimately liable. This view received some countenance from a decision of the Master of the Rolls (*Re Turner*, 4 W. R. 805), in which he said that, under the third party clause, any question as to pressure was irrelevant. In *Re Dickson*, a different idea seems to have prevailed. There the application was made by a residuary legatee for taxation of a bill of costs, which had been paid without pressure by the executors of the will. There were no special circumstances applicable to the legatee, which were not applicable to the executors also, and it was held that, in order to obtain taxation, the same special circumstances must be shown as if the executors had made the application—that is to say, that either pressure or fraudulent overcharge must be proved. The order would have been refused on the ground of the absence of pressure, but L. J. Turner was of opinion that the overcharges were sufficient to support it, although he expressed his conviction that the solicitors had charged no more than they considered themselves honestly entitled to, but said that solicitors dealing with executors ought not to charge more than would be allowed on taking the accounts in an administration suit. L. J. Knight Bruce considered that the order for taxation was wrong, but as the opinion of L. J. Turner coincided with the decision of the court below, the result was, that the order was affirmed.

The effect of this decision appears to be to allow the absence of pressure to be as effectual a defence to taxation after payment under the third party clause as in other cases, but at the same time the definition of "a fraudulent overcharge" seems to be extended in dealings with executors to almost any overcharge whatever.

The law of principal and surety has been the subject of two interesting cases—one before the Master of the Rolls, and the other before Vice-Chancellor Stuart. It has always been held in equity that a surety who pays the debt of his principal is entitled to the benefit of the mortgages and other securities in the hands of the creditor. If, however, the debt is secured by a bond, the payment by the surety extinguishes the security, and as the bond has no longer any existence in the eye of the law there is nothing to transfer to the surety, who cannot therefore claim to be a specialty creditor of his principal in respect of it. This was long ago settled in *Copis v. Middleton*, Tur. & R. 224, by Lord Eldon, who laid it down that the general rule must be qualified by considering it to apply to such securities as continue to exist and do not get back, upon payment, to the person of the principal debtor. This decision, though perhaps unavoidable on technical principles, was certainly hard on the surety, but it has worked no serious injury, because a prudent surety for a bond debt will always insist on a collateral bond of indemnity to himself. In the recent case of *Allen v. De Lisle*, 5 W. R. 158, an attempt was made to extend the qualification introduced by *Copis v. Middleton* to a security of a different kind. The debt in this case was secured by a mortgage of a fund in court, under which the proviso for redemption, instead of stipulating for a re-assignment, declared that on payment by the debtor, or any one on his behalf, the indenture should be void and of no effect. The debt was paid by the surety; and the principal thereupon contended that the mortgage had ceased to exist, and was, on the principle of *Copis v. Middleton*, not available for the security of the surety. The Court, however, notwithstanding the technicality, held the surety entitled to a security on the fund. *Farebrother v. Wodehouse*, 5 W. R. 12, before the Master of the Rolls, is a decision on a point of great importance. There two sums had been advanced at the same time on distinct securities. A surety, with knowledge of the whole transaction, gave his bond to secure one only of the debts. The debtor became insolvent, and the creditors claimed to tack their debts together, and to apply both sets of securities in satisfaction of

them before surrendering to the surety those which related to the debt he had guaranteed. The surety, on the other hand, though he admitted that the right to tack would have existed as against the debtor, contended that on payment of the debt for which he was liable he was entitled to all the securities given for it, and that the privilege of tacking must be postponed to his rights as surety.

A precisely similar question had been decided by Vice-Chancellor Shadwell, in *Williams v. Owen*, 13 Sim. 597, in favour of the creditor; but a late case before Lord Cranworth, when Vice-Chancellor (*Bowker v. Bull*, 1 Sim. N. S. 29), had been supposed to be inconsistent with the judgment of the Vice-Chancellor of England. The Master of the Rolls, however, followed *Williams v. Owen*, and gave judgment in favour of the creditor's right to tack against the surety.

Cases at Common Law specially Interesting to Attorneys.

TAXATION, COSTS OF.

The Queen v. Eastwood, 6 Ell. & Bl. 285.

A. having been tried at the assizes and acquitted, taxed the bill which was delivered to him by B., the attorney concerned in the defence; and which amounted to £36 14s. 6d. The Master struck off from the bill delivered £7 0s. 3d., but added £1 4s. 8d. for items not included therein by B.; and treating this latter sum as diminishing *pro tanto* the amount of his deductions (which, on this calculation, were less than one-sixth of the bill delivered) threw upon A. the costs of the taxation, under 6 & 7 Viet. c. 73, s. 37. Against this decision A. appealed, and the Court of Queen's Bench held that the proper course was to estimate the deductions by themselves, as constituting the sum taxed off; and that such deductions ought not to be considered as having been, for the purpose of settling on whom the costs of taxation were to fall, reduced by the additional items added by the Master. The rule to review the taxation and allow to A. the costs thereof, was therefore made absolute.

It may be remarked in this case, that even had the £1 4s. 8d. been added to the bill after it had been reduced by the deduction of the £7 0s. 3d., such last-mentioned sum would still have been more than one-sixth of the bill actually due. Had it been otherwise, it may admit of some question whether the court would have gone beyond the actual legal result, and have entered on an inquiry as to how that result had been obtained. If they had, it might have become necessary to re-examine the case of *White v. Milner*, 2 Hen. Bl. 357, which was recognised in the Queen's Bench in the later case of *Mills v. Revett*, 1 A. & E. 856, but has been questioned by the Exchequer in *Morris v. Parkinson*, 2 Cr. M. & R. 178.

INTERPLEADER ISSUE, COSTS OF.

Clifton v. Davis, 6 Ell. & Bl. 392.

In this case the principle was established, that, in an interpleader issue ordered by a judge at the instance of the sheriff, the costs incident to such issue will be taxed without reference to which of the claimants was ordered by the judge to be plaintiff, and which defendant. For the purposes of such a trial there are no "general costs": each party is considered as victorious *pro tanto*; and hence if the claimant succeed in establishing his claim against the execution creditor to a certain amount, and if the execution creditor partly succeeds in his opposition to the claim advanced, costs in respect of such success are to be allowed by the Master to each.

INSPECTION.

Temperley v. Willett, 6 Ell. & Bl. 380; *Smith v. The Great Western Railway Company*, id. 405; *Bray v. Finch*, 8 W. R. (Ex.) p. 148.

In the first of these cases a rule had been obtained by the plaintiff calling on the defendant to show cause why a certain deed in the possession of the defendant should not be inspected by the plaintiff. It appeared that the action in reference to which the inspection was applied for was brought for a false representation alleged to have been made by the defendant to the plaintiff on selling to him a renter's free admission to Covent

Garden Theatre: and it was deposed that this false representation would be made evident by the deed in question, which would itself be material evidence at the trial of the cause. On the other side it was sworn that at the time of the application another action was pending, brought by the same plaintiff against the lessee of the theatre, for an assault alleged to have been committed by the latter, and to have arisen out of the same transaction; and as there seemed, from the affidavits, great reason to believe that the action in reference to which the application was made had been commenced, not with the *bond fide* intention of recovering damages for the false representation, but to use the inspection of the deed in question as a means of obtaining evidence to support the other action, the Court of Queen's Bench unanimously discharged the rule; and observed that it was most important to check any abuse of the powers of ordering inspection recently conferred on the courts of law. And an intimation to the same effect has been given by the Court of Exchequer in the still more recent case of *Bray v. Finch*, where a rule requiring the defendant to discover what books or documents were in his possession relating to the subject matter of the suit, and to show cause why the plaintiff (who sued as an administrator) should not be at liberty to inspect the same, was discharged *with costs*, as it appeared that the plaintiff's attorney had been furnished with a copy of the material part of the only such book or document in the defendant's custody, and had been informed at the time he was at liberty to inspect the original.

It is to be remarked that the above decisions are perfectly consistent with the principle of the rule which the Court of Exchequer laid down in *Hunt v. Hewitt*, 7 Exch. 236, viz., that in order to obtain an order for inspection under the sixth section of the Evidence Amendment Act, 1851, it must appear—1st, that there is some legal proceeding pending; 2nd, that the document to be inspected relates to such proceeding, and is in the custody or control of the opposite party; and 3rd, that the case is one in which, before the act, a discovery might have been obtained in a court of equity.

In the second case above noticed (*Smith v. The Great Western Railway Company*), a regulation was laid down as to the costs incident to inspection, which it may be useful to remember in practice. An action had been brought for the infringement of a patent; and the substantial controversy was whether certain wheels used by the defendant were infringements or not. *Erle, J.* made an order, at the instance of the plaintiff, that an officer of the defendant should answer interrogatories; and these having been answered in a certain manner, *Crompton, J.* made a second order, that the plaintiff, in company with two engineers, might inspect the wheels in question. There then appeared to have been an infringement, and the defendants consented to judgment for £200 and costs. Neither of the above orders contained any provision as to costs; but, on taxation, the Master allowed the plaintiff the costs of obtaining both, and also the expenses which had been incurred in inspecting the wheels. On an application to review this taxation, the court held that under the 57th section of the Common Law Procedure Act, 1854, the costs allowed by the Master were in the discretion of the judge making the orders; and that as no directions were given in such orders respecting costs, such costs and expenses formed no part of the "costs of the cause." The rule to review was therefore made absolute.

This decision should be considered in connection with a case decided in 1852 by the Court of Exchequer. This was *Hill v. Philip* (7 Exch. 231), in which a question arose on whom should fall the costs of inspecting certain documents under the Evidence Amendment Act, 1851, and the court intimated that the costs of inspection under that act should always be paid by the party seeking the inspection. In the present case, it will be noticed that by the master's decision the costs of the inspection itself, as well as of the necessary preliminary proceedings, were thrown on the party by whom inspection had not been sought. But, on the other hand, the reason given by the Exchequer for their decision in *Hill v. Philip*, viz., that the costs of inspection "are very trifling indeed,"—would not always apply to an inspection of a chattel, under the Common Law Procedure Act, 1854. It seems, however, clear that the costs of all preliminary proceedings whether before a judge or the court, necessary to obtain a order for inspection, fall on the party by whom such pro-

ceedings are taken, unless it be otherwise provided for in the order or rule itself.

Professional Intelligence.

THE COMMON-SERJEANTSHIP.

The candidates for the office of Common-Serjeant are the following gentlemen:—

Mr. Prendergast, judge of the Sheriffs' Court.

Mr. Locke, one of the City pleaders.

Mr. Bodkin, of the Central Criminal Court, and Recorder of Dover.

Mr. Serjeant Gaselee.

Mr. Thomas Chambers, M.P., for Hertford.

Sir Walter Riddell, Bart., of the Chancery Bar.

Mr. Corrie, one of the police magistrates.

Mr. Pulling, author of the work on the "Laws and Customs of the City of London."

The whole number of electors is 232, being the Aldermen and Common Council.

LAW AMENDMENT SOCIETY.

The first meeting of this Society, after the Christmas Vacation, will take place on Monday next, the 12th of January, at eight o'clock.

A short Report from the Criminal Law Committee will be read, and the following resolutions will be submitted for the consideration of the Society:—

1. That the existence of the present frequent highway robberies and burglaries coupled with the fact that the great body of the people of this country are honest and peaceable, argues great imperfections in our criminal law, or in its administration, or in both.

2. That even in cases where there is no moral doubt of a man's guilt, and of his being an habitual criminal, it is now often the case, that, for want of the technical evidence required by the law, the culprit remains at large, to the great danger of the lives and property of her Majesty's subjects.

3. That it is highly desirable that every legal obstacle which, while it is likely to afford a screen for the guilty, is not necessary for the protection of the innocent, should be removed.

4. That it is highly desirable also that every habitual offender, especially when convicted of a serious crime, should be imprisoned for such a period as will, in all likelihood, suffice to effect his complete reformation; and that when there is no reasonable prospect of reformation, he should be confined for life.

5. That as an important step towards the attainment of this object, it is the opinion of this Society that the 4th section of 16 & 17 Vict. c. 99, laying down a scale for substituting penal servitude for transportation, should forthwith be repealed, and terms of imprisonment adopted instead, fully equal to those of transportation; subject always, as in the case of transportation, to the mitigating power of the Crown.

THE MERCANTILE LAW CONFERENCE.

Will be Composed:—

First.—Of such members of the Law Amendment Society as shall desire to attend.

Secondly.—Of Representatives of Town Councils, Chambers of Commerce, Trade Associations, Law Societies, and other Public Bodies of a similar nature.

Thirdly.—Of such Peers, Members of Parliament, merchants, and other persons, as the Committee of the Conference may invite.

The Objects of the Conference are:—

1. To discuss and bring under the notice of Government, Parliament, and the public, those imperfections in the mercantile laws of the United Kingdom which most require amendment.

2. To collect information from the various bodies represented at the Conference as to the best legislative remedies for these imperfections.

3. To consider the practical steps which ought to be adopted for obtaining such legislative measures.

The subjects for discussion will be chosen and classified by the committee before the opening of the conference, and their selection will be guided by the communications to be received from Chambers of Commerce, and other bodies by whom delegates may be sent.

Among the subjects already determined on are—

1. The Law of Bankruptcy
5. The 17th Section of the Statute of Frauds
2. The Law of Partnership
6. The Law of Banking
3. The Law of Merchant Shipping
7. Assimilation of the Commercial Law of England, Scotland, and Ireland
4. The Law of Principal and Agent
8. Tribunals of Commerce.

It is not meant that the *whole* subject in any case is necessarily to be discussed; for instance, the point in the Law of Partnership which has been suggested is the expediency of establishing a *registration of partnership*.

The order of proceeding will be as follows:—

On Tuesday evening, January 27, a preliminary meeting will be held at the rooms of the Law Amendment Society, 3, Waterloo-place, Pall-mall.

The meeting will commence at seven o'clock.

The final arrangements for the business of the conference will be made.

On Wednesday morning, January 28, at twelve o'clock, the conference will be opened.

The subjects for discussion will be brought on in succession, according to the scheme previously fixed on by the Committee.

On Thursday morning, January 29, at twelve o'clock, the conference will be resumed, and the remaining business be disposed of.

Chambers which have already Engaged to send Deputations.

Liverpool	Birmingham
Manchester	Worcester
Manchester Commercial Association	Plymouth
Leeds	Bristol
Bradford	Glasgow
Huddersfield	Belfast

BUSINESS OF THE EXCHEQUER CHAMBER.

Since the commencement of last Michaelmas Term eight cases of error from the Court of Exchequer have been heard and disposed of in the Exchequer Chamber, viz.:—*Collins v. the Bristol and Exeter Railway Company*, 5 W. R. 89; *Stokes v. Cox*, *ibid.*; *Kingsford v. Merry*, *ibid.*, 151; *Phillips v. French*, *ibid.*, 114; *Booth v. Kennard*, *ibid.*, 85; *Graham v. the Van Diemen's Land Company*, *ibid.*, 149; *Weld v. Baxter*, *ibid.*, 113; and *The Belford Union v. Pattison*, *ibid.*, 121. The case of *Boyd v. Hind*, reported in the Court below, 25 L. J. Ex. 246, was also argued, and is now under the consideration of the Court. In the first five cases the decisions of the Court were in favour of either the plaintiff in error or the appellant, as the case might be; and in three cases only was the judgment of the Court below affirmed. Of the five successful appeals three were against judgments of the Court in banc, one was for error on the record, and one on a bill of exceptions to the ruling of the Lord Chief Baron.

In the course of the argument of *Boyd v. Hind*, *Norman v. Thompson*, 4 Ex. 755, was cited; and Mr. Justice Willes, who was counsel in the case, said the profession ought to be informed that both the pleadings and the judgment in *Norman v. Thompson*, as they stand in the report, are mis-stated; that an application had been made at the trial to insert in the plea the words "and divers of the said other creditors" printed in italics in the marginal note; that the application was refused; and that seemingly the reporter, upon the supposition that the words in the margin of the brief formed part of the plea, had moulded the terms of the actual judgment to make it correspond to the supposed existence of the words in the plea.

HILARY TERM EXAMINATION.

THERE appears to be no diminution of candidates for admission on the roll of attorneys and solicitors. For the ensuing Hilary Term no less than 153 have given the usual notices.

Correspondence.

DUBLIN.

(From our own Correspondent).

The approaching first day of Hilary Term will, as usual, be marked by a general assembling of the legal tribes at the four courts; little, however, has occurred during the recess to stimulate the curiosity of the numerous class who habitually visit all the courts on the first day of term, to survey both new and old occupants of the Judicial Bench. The changes that have taken place have merely reinstated well known dignitaries in their old haunts. The new Lord Justice of Appeal in Chancery, the Right Hon. F. Blackburne, will take his place in the court in which he formerly presided, as head of the law. In the Exchequer, Baron Richards will resume his full duty, his connection with the Incumbered Estates Court having now terminated.

The appointment of a Judge of Appeal in Chancery, was one of many reforms loudly called for, but the only one of importance which was carried into effect during the last Parliamentary session. Nothing could be more unsatisfactory than the state of the appellate jurisdiction. A decision of a Master in Chancery, has heretofore been affirmed, or reversed, as the case might be, in the Rolls; and the case has afterwards been taken before the Lord Chancellor. Under this system, therefore, three judges have successively determined the same question; and it might happen that on the last hearing, the decision of both the inferior judges would be reversed by the Chancellor. Appeals will now lie from the inferior courts of equity to a Court of Appeal, consisting of the Lord Chancellor, the Lord Justice, and any third judge who may be called in by the Lord Chancellor, under the powers conferred on him by the recent act. Few men have displayed greater fitness for judicial office than L. J. Blackburne, or have been more practised in it. Successively Master of the Rolls, Lord Justice of the Queen's Bench, and Chancellor, he has proved himself one of the greatest living masters of both common law and equity. We cannot but rejoice that talents like these are now to be employed for the public benefit. The appointment of a judge whose political views differ from those of her Majesty's advisers, must also be regarded as a good omen. Let us hope that the appointment proceeded from a desire to put "the right man in the right place," and from that alone.

Criminal justice is still at fault in its endeavours to trace the murderer of the unfortunate railway cashier. The *Times* has made a singular blunder in censuring the constabulary force for their want of professional acuteness; the fact is that they have no more to do with the affair than have the London police. The rumours that have been flying about for a month past, as to persons suspected, and important witnesses under the charge of the authorities, all amount to nothing. The mystery is as deep as when the crime first became known. Crown solicitors, and English detectives have all failed to throw any light upon it. In England, the populace aid public justice; in Ireland the criminal is rarely betrayed by persons of his own rank in society. This is the real solution of the difficulty.

Law reporting appears to be a very unremunerative business. A quarrel has lately taken place between the reporters of the Irish common law and Chancery reports and their publisher. The former complained of under payment, and of too great intervals in the publication. The latter retorted that his accounts showed a *considerable annual deficit*. Circulars were forwarded by the contending parties to the lawyers generally, and an opposition set of reports was threatened. The matter is now arranged; it will furnish an instructive episode to some future history of legal literature.

It is by no means improbable that before long a pamphlet may be issued from the press, bearing on its title-page the name of an eminent Q.C. and successful Parliamentary orator, the subject of which will be the simplification of the titles of real property. There is reason to believe that the difficulties of the subject will be met by the writer with a degree of innovating energy that will startle the disciples of Coke and Littleton. It would not be right to forestall the publication of this remarkable *brochure*, but at the earliest opportunity an outline of the reasoning contained in it will be furnished to the readers of this Journal.

WARRANTS FOR GOODS.—KINGSFORD v. MERRY.

To the Editor of the SOLICITORS' JOURNAL.

SIR.—The recent decision in the Exchequer Chamber, in the case of Kingsford v. Merry, and the comments upon it in the London *Times*, and the more recent note of an experienced merchant in the city article of the *Times* of last Saturday (which I inclose as you may wish to reprint it in order to make the question intelligible), have created a great sensation in the City, and in the commercial world generally. And yet it is no new doctrine that is thus broached. In Phillips v. Huth, 6 M. and W. 572; Taylor v. Trueman, 1 M. and M. 457; Taylor v. Kymer, 3 B. and Ad. 337; Evans v. Trueman, 2 B. and Ad. 886; Bryans v. Nix, 4 M. and W. 775; Bonzi v. Stewart, 4 M. and Gr. p. 295; and Jenkins v. Osborne, 7 M. and Gr. p. 678, the holders of delivery warrants or other documents were held in each case not to be entitled to make a valid pledge, and when properly examined it will be found to be rightly so decided in each case. The simplicity with which bills of exchange are used to give currency to thousands of pounds, has a great tendency to create in the minds of merchants a wish that all symbols of property should be available in the same manner

without any consideration of the difference between the money represented by a bill of exchange, and goods represented by the symbol of property.

Now it may be convenient to know what is the warrant which is thus the subject of discussion; it is thus described by Mr. Baron Parke (now Lord Wensleydale) in the case of *Farina v. Home*, 16 Mee. and Wels. p. 123, where a question arose whether the delivery of a warrant was the same thing as the delivery of the goods themselves to satisfy the Statute of Frauds. "A delivery warrant (says his lordship) is no more than an engagement by the wharfinger to deliver to the consignee or any one he may appoint; and the wharfinger holds the goods as the agent of the consignee, and his possession is that of the consignee until an assignment has taken place, and the wharfinger has attested, so to speak, to the assignee, and agreed with him to hold for him. Then, and not till then, the wharfinger is the agent or bailee of the assignee, and his possession is that of the assignee, and then only is there a constructive delivery to him. In the meantime the warrant and the indorsement of the warrant is nothing more than an offer to hold the goods as the warehouseman of the assignee."

The question is whether the act 5 & 6 Vict. c. 39, passed since and in consequence of those cases, by which every agent for sale is enabled to give a valid pledge by deposit of the goods or the symbol of goods, is not sufficient for the exigencies of commerce, and whether it is desirable for merchants themselves that any, and if any, what greater latitude should be afforded.

It is apprehended that there must be a limit somewhere, that is, that it is not expedient that "every bill of lading, India warrant, dock warrant, warehouse-keeper's certificate warrant or order for the delivery of goods, or other document used in the ordinary course of business as proof of the possession or control of goods" (the words used in the Merchants and Factor's Acts), should pass by mere delivery like a bank note, for it would surely be unsafe to put such a temptation to abuse in the way of any class of agents, clerks, or servants. It is quite another question whether it would not be right to make all the before-mentioned symbols of property transferable by indorsement in the same manner as a bill of lading, and to make the original depositor's contract with the dock company, wharfinger, or warehouse-keeper to pass by the indorsement as in the bill of Lading Act 1855, 18 & 19 Vict. This it is conceived would give all the requisite facility to commerce without the introduction of fresh opportunities of fraud by persons who must be necessarily entrusted with the possession of the document.

I am, Sir,

Your obedient servant,

CHREMES.

[As the case was fully reported in our last number, it is unnecessary to print the article of the *Times* of Dec. 27, referred to by our correspondent].

Review.

Metropolitan and Provincial Law Association. Circular No. X. Proceedings at the Annual Provincial Meeting, held at St. George's Hall, Liverpool, Oct. 14 & 15, 1856. London: Wildy & Sons.

THE proceedings of the Metropolitan and Provincial Law Association lie before us in the shape of a thick and somewhat closely-printed pamphlet, containing reports of addresses and debates, papers by several eminent members of the profession, and a pleasant acknowledgment of the courtesy and hospitality displayed to their guests by the town of Liverpool. Everyone who cares for the interests of the profession must be gratified at proceedings which have so strong and obvious a tendency to promote good feeling among its members, and to elicit their opinions on matters connected with their condition and prospects. The proceedings of the Association comprise such a variety of subjects that it would be impossible to do justice to the whole of them on this occasion. Mr. Ryland's paper on "The Registration of the Names of the Partners of Trading Firms," and Mr. Morgan's on "The Reformatory Act," contain sensible practical suggestions, amongst which we would particularly refer to Mr. Morgan's recommendation, that the managers of Reformatories should be enabled to admit, under certain restrictions, young persons voluntarily presenting themselves for that purpose, which we can well imagine might have the effect of greatly checking vagrancy. Mr. Smith's paper on "Public Prosecutors," contains a fair statement of

the case derived from the blue-book lately published upon the subject; but, though the recommendations of the Committee appear to us objectionable on account of the vast expense which they would involve, we cannot agree with Mr. Smith in thinking lightly of the evil which they are intended to remedy. Mr. Leverson's paper on "Procedure," is little more than a *résumé* of Bentham's "Tract," and we cannot but regret that he should have thought it expedient to retain that author's style as well as his thoughts. The greater part of Bentham's works were never completed, but were left in the shape of rough notes, which have given abundance of trouble both to his editors and to his readers. With a slight inversion of the old quotation, we would say to Mr. Leverson, as to other disciples of Bentham,—*Si vis legi debes intelligi.*

The most important questions which engaged the attention of the Association were those of the education of articled clerks, and of the relative position of barristers and attorneys, the first of which formed the subject of a debate, whilst the second was discussed in a paper by Mr. Field. The first question submitted to the Association in relation to the former subject was—Whether it would be advisable to substitute for the examination now held before admission, several examinations in one or more of the subjects in which proficiency is required, to be held at different times during the period of clerkship, so as to spread the influence of the system over several years, instead of concentrating it at a single point, and so promoting the pernicious habit of cramming? It was also debated—Whether a certificate of having passed an examination in the more common branches of education should be made a necessary condition to admission to articles? There can hardly be two opinions as to the expediency of securing for articled clerks a liberal education and a sound acquaintance with the principles of their profession, and we are not prepared to suggest any more efficient means of obtaining this end than that of examinations. We also fully agree with the opinion, that where proficiency in a number of different subjects is required, separate examinations in each are better than a collective one in all, both because the mind is less distracted between a variety of objects, and because there is less temptation to procrastination; and we think that with the addition of honorary distinctions for merit, such as have been recently introduced in the existing examination before admission, the system would be as efficient as it could become. We must, on the other hand, point out that nothing is more easy than to be misled by false analogies on the subject, and that nothing is more difficult than to exercise any effective influence over the education of articled clerks as a class. Examinations derive their principal credit from their use at the great public schools and the universities; but their influence in those establishments depends almost entirely upon the fact that they form a subject of common interest to a large body of students collected together in one place, who understand the character of such contests, and attach a special definite value to success and distinction in them. Before a man finally takes his *dégree* at Cambridge he has probably been examined twenty times, and has conducted the whole of his reading—which occupies the whole of his working day—with reference to those examinations. An articled clerk is isolated, he knows nothing about examinations till he comes up to be examined in the company of people whom he never saw before, and will never see again. During the years which precede his admission, the greater part of his time is occupied in pursuits which have no direct relation to examinations. He is a clerk, and not a student; and any scheme for his education which neglects this essential distinction will be necessarily superficial, and will be sure to disappoint the expectations which leave it out of account. We are speaking, of course, of the education of articled clerks as it now exists. Of late years, courses of lectures have been given at the Law Institution, and, as many clerks spend some portion of their time before admission in London, they have the opportunity of attending these lectures, if so disposed. Whether anything further should be done to exact from the clerk a more systematic study, whether his class should be comprehended in a properly constituted legal university, is a very wide question, and one to be hereafter considered in all its bearings.

The most interesting subject discussed by the Association, was that to which Mr. Field's paper on "The Autocracy of the Bar, and on the system of prescribed tariffs for legal wages, and on the connection of these two subjects," was devoted. Mr. Field directed his attention to a great variety of subjects, at some of which we cannot even glance, but his principal recommendations were the abolition of the distinction between

barristers and attorneys, and the adoption of an entirely new system of payment for the new profession so constituted. Mr. Field would wish to see every attorney or solicitor entitled to act as an advocate, and the result of this measure would no doubt be that every advocate would begin his professional life as a solicitor, and gradually withdraw to the other branch of the profession, as he found that his talents suited him for it. He finds this proposal partly on the hardship to which attorneys and solicitors are now exposed by the necessity of leaving their own business before they can keep terms at the bar, partly on the ground that actual intercourse with the clients would be an excellent education for advocates, as contrasted with the present inefficient system in use in the Inns of Court, partly on the example of America, and partly on the ground that free trade demands the suppression of all exclusive guilds, of which the Inns of Court form one. Such in a condensed shape is Mr. Field's argument. He expands it with much vigour of language and illustration, and, although we cannot adopt his conclusions in their full extent, we do think that they would be almost inevitable if the choice lay between the system which he advocates and that which now exists. There can be no doubt that the profession is at present constituted in such a manner that many men eminently qualified for advocacy are solicitors, whilst many others, eminently unqualified for almost any employment, are barristers, and the remedy proposed by Mr. Field would undoubtedly destroy this, as well as many other anomalies. There is, however, another side to the question, which it is very desirable to notice. Everyone who has any acquaintance with the existing conditions of English law must be aware that its great defect is its unsystematic and unscientific character; and the only hope of remedying this evil lies in training up a body of men who will study the subject, not merely or principally with a view to the immediate practice of the profession, but in the spirit in which men study other sciences. A certain maturity of mind, and the undisturbed devotion of several years to the subject, are indispensable conditions of such study. It would, of course, be out of the question to demand such qualifications of articled clerks, who, for the most part, pass their final examination at twenty-one or twenty-two; and though no doubt an active and ambitious man might contrive to combine it with the practice of a solicitor, he would probably find it very difficult, and, as his business increased, almost impossible to do so. It appears to us, therefore, that such a body of men can only be obtained by making an examination of considerable depth and difficulty compulsory upon all persons intending to become advocates, and by furnishing the best machinery that can be devised, in the shape of lectures, public and private, as a preparation for them. We are not prepared to lay down a detailed scheme on the subject, but the general principle which appears to us fairest is, that any one, solicitor or not, who could comply with these tests should be entitled to be called to the bar if he chose. There would thus be a substantial, and not merely an arbitrary and conventional distinction between the two branches of the profession. This is the principle adopted in France, and although in that country the qualifications of an *avocat* are placed, as it seems to us, far too high, the result has undoubtedly been to raise very greatly the tone and credit of the profession. And this fact seems to us a conclusive answer to Sir C. Lyell's remark, that the division between the two branches of the profession could only be maintained in a highly aristocratic community, for whatever else France may be, no country is more passionately opposed to merely conventional distinctions of rank. The arrangement which we propose would, we think, realise the advantages of Mr. Field's plan, and avoid some inconveniences which he leaves out of sight, but which in practice would be seriously felt. It must be remembered that there are ten thousand attorneys and solicitors of our various courts. Now, if the mere fact of belonging to this numerous body entitled a man to practice in court, much of the confidence which now prevails between the bench and the bar must necessarily cease, and the failure of that mutual understanding would not only retard the transaction of business, but would in many cases make it almost impossible. It is very desirable that the business of advocacy should be vested in a body which is select enough to admit of a certain degree of personal acquaintance between the court and those who address it, and so constituted as to afford the best possible guarantee for their character as men of honour and education. If our proposal were carried out, it would go a long way to secure this desirable result. We could mention various courts, both in town and country, which are grievously afflicted by the presence of members of the bar who would certainly have never been able to attain their present dignity if they had

had to pass the test of a compulsory examination. If, on the other hand, Mr. Field's suggestion were adopted, we fear that the evil would be considerably aggravated, and that the restraints which professional *esprit de corps*, and the personal influence of the judges, do certainly exercise over the bar, even under the present unsatisfactory system, would be greatly weakened. If the whole of the arrangements of the profession were regulated exclusively by the law of supply and demand, if every advocate and every solicitor made his own bargain on his own terms, and accustomed himself to look upon the other members of the profession simply in the light of rivals and competitors, the worst results would follow both to the public and to the profession. How far such cases are fair specimens of the behaviour of American lawyers we cannot tell, but we have certainly seen reports of several *causes célèbres* in the United States in which the advocate behaved in a manner which would make the hardiest Old Bailey practitioner stand aghast. In the monstrous cases of Colt and Ward the counsel were guilty of conduct for which, in England, they would in all probability have been disbarred; and, in estimating the effects of the American system, facts like these cannot be left entirely out of sight, however much and however justly we may be disposed to praise American jurisprudence. No doubt much cant is talked about the distinction between trades and professions, but, like most cant, it has a substratum of truth, which we take to be this—that the members of a profession ought to consider their occupation, not simply as a means of getting money, or as a stepping-stone to rank, but as a public service. We should rejoice to see every member of the legal profession—barrister or solicitor—look upon himself as being really and effectively what he is legally—an officer of the court, a minister of justice—and not a mere tradesman, selling his skill or his talents just as he might sell cotton or sugar. This conception of a lawyer's position involves, of course, the principle that the profession ought to be regularly governed and arranged according to the different functions which its members have to discharge, and we do not see our way to any arrangement which would fulfil the objects for which the profession exists without recognising the distinction between those who study law as a science and those who are principally concerned in the practical application of its broad rules to the common affairs of life. What the profession ought to do, and what at present it entirely fails to do, is, to take care that no distinctions shall be permitted except those which are founded upon just and substantial considerations. We should wish to see this defect remedied, not by destroying the whole legal corporation, but by making it do its duty in an efficient manner. We are convinced that, in some form or other, such a corporation must exist. We do not understand even Mr. Field to go so far as to propose that it shall be as much open to a man to set up as a lawyer as to open a grocer's shop; if he does not go to this length, the only question between us is, whether the legal guild shall or shall not recognise in any way the difference in kind between different branches of legal labour.

With the other part of Mr. Field's paper, that which refers to the mode of payment to both branches of the profession, we have a more entire sympathy. The subject is no doubt a difficult one; payment by a commission on the transaction, and of costs out of pocket, is, we believe, the usual course in France, and would, we think, be infinitely preferable to the plan existing in England, of doing gratuitously what should be paid for, and of charging for what should be done gratuitously. We also agree to a great extent with Mr. Field's remarks on the bar etiquette of taking fees and not earning them; but we think he rather overstates, and thereby seriously weakens his case, by saying that it is conduct for which an attorney would be struck off the rolls. Every solicitor is aware of the practice, and if he chooses to employ a man so much over-loaded with business that he cannot get through his work, he runs the risk with his eyes open. There are, moreover, practical difficulties in the question, which Mr. Field overlooks. A man with a very moderate share of business has carefully written an opinion, advised on evidence, and read his brief in two cases. One is in the Queen's Bench and one in the Exchequer; and, owing to one of the innumerable accidents which happen every day, both, contrary to expectation, come on at the same moment. Is he to return his fees for one after doing the work for both? On circuit the difficulty would be still greater. It is easy to put hard cases on both sides, but the practice is no doubt one which constantly gives rise to most dishonest conduct, and which most peremptorily requires reform. In the meantime we would suggest to solicitors that the remedy is to some extent in their own hands. They are under no

obligation to give briefs to those who will not or cannot read them.

Resolutions of Law Societies.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

AT a meeting of the committee of the Metropolitan and Provincial Law Association, held on the 10th ult., the following resolution was passed unanimously:—

"That this committee cordially recommend THE SOLICITORS' JOURNAL AND REPORTER to the support of the members of this association, feeling convinced that it is calculated 'to promote the interests of suitors, by the better and more economical administration of the law, and to maintain the rights and increase the usefulness of the profession,' which are the declared objects of this association."

MANCHESTER LAW ASSOCIATION.

The committee of the Manchester Law Association passed the following resolution on the 3rd ult.:—

"The subject of the establishment of a proposed legal newspaper, to be called THE SOLICITORS' JOURNAL AND REPORTER, having been brought before the committee of the society, it was resolved that the secretary be authorised to forward to the Manchester solicitors the prospectus issued by the provisional directors, together with the printed form of application for shares and for subscribers to the paper, accompanied by a letter from him requesting a reply to be made to him within an early day to be named."

LEEDS LAW SOCIETY.

The following resolution was unanimously adopted by the Leeds Law Society, on the 17th ult.:—

"That this society entertains a very decided opinion that the establishment of a weekly journal, devoted to the promotion of the interests of the attorneys and solicitors, in conjunction with the advocacy of well-digested legal forms, is of great importance to the legal profession, both in London and the provinces, and also to the public; and, therefore, regards with much satisfaction the project of THE SOLICITORS' JOURNAL AND REPORTER, and strongly recommends it to the support of its individual members, and of the profession generally."

LIVERPOOL LAW SOCIETY.

An intimation has also been received from the Secretary of the Liverpool Law Society, that the subject of the establishment of a proposed legal newspaper, to be called THE SOLICITORS' JOURNAL AND WEEKLY REPORTER, with a statement of the principles upon which, and the objects for which, it is intended to be founded, having been brought before the committee, it was resolved that that committee earnestly recommend it to the members of the Law Society for their support, and urge upon each individual member the desirability of his name being as early as possible added to the subscription list.

Private Bills in Parliament.

It is important to observe that, by HOUSE OF COMMONS STANDING ORDER, 196, all memorials complaining of non-compliance with the Standing Orders, in reference to petitions for bills deposited in the Private Bill Office on or before the 31st December, shall be deposited as follows:

If the same relate to petitions for bills numbered in the general list of petitions:

1 to 100	They shall be deposited on or before	January	17th.
101 to 200		"	24th.
201 and upwards		"	31st.

LIST OF PETITIONS FOR PRIVATE BILLS—SESSION, 1857. With the Numbers of Bills and the Names of the Agents.

No. of Bill.	Title of Bill.	Agent.
1. East Kent Railway (Stroud to St. Mary's Cray, &c.)	Dorington & Co.
2. Inverness and Nairn Railway	Theodore Martin
3. Islington Parish	Sudlow & Co.
4. Exeter and Exmouth Railway	Pritt & Co.
5. Stratford-upon-Avon Gas	Gregorys & Co.
6. Chester Water	Theodore Martin

7. Cornwall Railway.....	Pritt & Co.
8. Ely Tidal Harbour and Railway.....	Pritt & Co.
9. Stockton New Gas and Stockton Gas Consumer's Companies	Durnford & Co.
10. Newry, Warrenpoint, and Rostrevor Railway	Dyson & Co.
11. Formartine and Buchan Railway.....	Dyson & Co.
12. Reading Railways Junction Railway	Dorington & Co.
13. New River Company	Dorington & Co.
14. Victoria (London) Docks	Dorington & Co.
15. Mid Kent Railway (Croydon Extension)	Pritt & Co.
16. Kidsgrove Market.....	Pritt & Co.
17. Aberdeen, Peterhead, and Fraserburgh Railway	Holmes & Co.
18. Whitehaven & Furness Junction Railway	Holmes & Co.
19. Finsbury Park	Sudlow & Co.
20. Whitehaven, Cleator, and Egremont Railway	Holmes & Co.
21. Peebles Railway	Dodds & Greig
22. Sunderland Gas.....	Dyson & Co.
23. Taff Vale Railway	Pritt & Co.
24. Newry and Enniskillen Railway	Dyson & Co.
25. Richmond Improvement	William Smythe
26. Carlisle and Hawick Railway	Grahame & Co.
27. Liverpool and Birkenhead Docks.....	Gregorys & Co.
28. Watchet Harbour	Gregorys & Co.
29. West Somerset Mineral Railway	Gregorys & Co.
30. Birkenhead District Gas and Water.....	M'Dougall & Newall
31. Thames and Medway Conservancy	Edward Tyrell
32. Metropolitan Cattle Market	Edward Tyrell
33. Mayor's Court of the City of London	Edward Tyrell
34. Burial of the Dead within the City and Liberties of London	Edward Tyrell
35. Southampton, Bristol, and South Wales Railway	Dyson & Co.
36. Tweed River Fisheries	Dyson & Co.
37. Tyne Improvement	Dyson & Co.
38. Metropolitan New Streets & Improvements	Dyson & Co.
39. Brighton, Hove, and Preston Constant Service Water.....	Dyson & Co.
40. Glasgow Gas	Grahame, Weems & Grahame
41. Hartlepool Extension and Headland Im- provement	Durnford & Co.
42. Monkland Railways	Grahame, Weems & Grahame
43. Bathgate, Airdrie, & Coatbridge Railway	Deans & Rogers
44. Glasgow City and Suburban Gas.....	James Lamond
45. Leslie Railway	Dodds & Greig
46. Cannock Mineral Railway (No. 1)	M'Dougall & Newall
47. London and South-Western Railway Acts Amendment	Dorington & Co.
48. Dublin and Meath Railway	Dorington & Co.
49. Stockport, Disley, and Whaley Bridge Railway	Dorington & Co.
50. Oldham, Ashton-under-Lyne and Guide Bridge Junction Railways.....	Dorington & Co.
51. Cork and Bandon Railway	Pritt & Co.
52. Eastern Counties Railway	Pritt & Co.
53. North Level Drainage	Pritt & Co.
54. North Staffordshire Railway (Bridge- water Canals).....	Pritt & Co.
55. Dublin and Wicklow Railway	R.M. Muggeridge
56. Tralee and Killarney Railway	Wm. Bryden.
57. Electric Telegraph Company	Dyson & Co.
58. Langport, Somerton, & Castle Cary Roads	Walmsley & Son
59. Clyde Navigation	Richardson & Co.
60. Wearmouth Bridge, Ferries, and Ap- proaches	Dyson & Co.
61. North-Eastern and Hartlepool Docks and Railway Companies Amalgamation ..	Durnford & Co.
62. Hereford Cathedral Restoration	A. O. Underwood
63. Blackburn Railway	Pritt & Co.
64. Birkenhead Docks (Construction)	Pritt & Co.
65. Birkenhead Docks (Management)	Pritt & Co.
66. Scottish Central Railway	Grahame, Weems & Grahame
67. Waterford and Tramore Railway.....	Cruse & Daly
68. East Kent Railway (Extension to Dover)	Dorington & Co.
69. Herne Bay and Faversham Railway	Dorington & Co.
70. South Durham and Lancashire Union Railway	Dodds & Greig
71. Great Yarmouth Britannia Pier	T. Baker
72. Nene Valley Drainage and Navigation Improvement	Dyson & Co.
73. Tilbury, Maldon, and Colchester Railway	Dyson & Co.
74. Manchester, Sheffield, and Lincolnshire Railway (Buxton and Cleethorpes)	Pritt & Co.
75. Manchester, Sheffield, and Lincolnshire Railway (Romiley, &c.)	Pritt & Co.
76. North-Eastern Railway (Lanchester Valley Branch)	Pritt & Co.
77. North-Eastern Railway (Capital)	Pritt & Co.
78. Dumbarton Water, &c.	Grahame & Co.
79. Caledonian Railway (Lines to Granton)	Grahame & Co.
80. Lewes and Uckfield Railway	Dorington & Co.
81. Norfolk Estuary Acts Amendment	Dorington & Co.
82. Portsmouth Water	Dorington & Co.
83. Watchet Harbour Trust	Dorington & Co.
84. Cwm Amman Railway	Dorington & Co.
85. Sittingbourne and Sheerness Railway...	Durnford & Co.
86. Portsmouth Railway.....	Pritt & Co.
87. Shropshire Union Railways and Canal, London and North-Western Railway, and Shropshire Canal Companies	Pritt & Co.
88. Great Northern and Western (of Ire- land) Railway	Pritt & Co.
89. South Devon Railway	Pritt & Co.
90. Mersey Conservancy and Docks	R. H. Wyatt
91. South-Eastern Railway (Greenwich Junc- tion to Dartford, &c.)	Pritt & Co.
92. Norfolk Railway	Pritt & Co.
93. Great Southern and Western Extension Railway	Pritt & Co.
94. Midland Great Western Railway of Ire- land (Sligo Extension)	R.M. Muggeridge
95. Lancaster, & Carlisle, & Ingleton Railw.	Pritt & Co.
96. Birkenhead, Lancashire, and Cheshire Junction Railway	Pritt & Co.
97. Price's Patent Candle Company	Pritt & Co.
98. Bristol, South Wales, and Southampton Union Railway	Dyson & Co.
99. Blyth and Tyne Railway	Dyson & Co.
100. Midland Great Western Railway of Ire- land (Tullamore Line)	R.M. Muggeridge
101. Meriton's & Hagen's Sufferance Wharves	Pritt & Co.
102. Mallow and Fermoy Railway	Pritt & Co.
103. Wilmslow and Lawton Road	Pritt & Co.
104. Great Southern and Western Railway (Capital)	Pritt & Co.
105. Kinross-shire Railway	Dodds & Greig
106. Fife and Kinross Railway	Richardson & Co.
107. Ely Harbour	Richardson & Co.
108. Tweed Fisheries	Richardson & Co.
109. Pulteney Town Harbour	Richardson & Co.
110. Burslem and Tunstall Gas	Richardson & Co.
111. Great Western and Brentford Railway..	R. H. Wyatt
112. Elie Valley Railway	R. H. Wyatt
113. Dorset Central Railway	H. & W. Toogood
114. Haslingden and Todmorden Roads	M. Browne
115. Kidsgrove Market, Townhall, &c.	M. Browne
116. Prestwich, Bury, and Radcliffe Roads..	M. Browne
117. Selby and Market Weighton Road ...	M. Browne
118. Westminster Terminus Railway Extен- sion (Clapham to Norwood Abandon- ment)	Dyson & Co.
119. Portadown and Dungannon Railway ...	Dyson & Co.
120. North-Western Railway	Dyson & Co.
121. St. Helen's Canal and Railway	Dyson & Co.
122. Swansea Docks	Dyson & Co.
123. South Shields Gas	Dyson & Co.
124. Norwich and Spalding Railway	Dyson & Co.
125. Aberdeen Junction Railway	Dyson & Co.
126. Andover Canal Sale	Dyson & Co.
127. Sunken Vessels Recovery Company ...	Dyson & Co.
128. New Brunswick and Canada Railway and Land Company	Dyson & Co.
129. Fraserburgh Harbour	Holmes & Co.
130. Colne and Bradford Railway	Dyson & Co.
131. London (City) Coal Duties	Dyson & Co.
132. New Quay Pier and Harbour and Rail- way	Scott & Syms
133. Bedale and Leyburn Railway	T. L. Marriott

134. Milford Improvement	T. L. Marriott	198. Birkenhead, Lancashire, and Cheshire Junction and Great Western Rail. Co. T. Martin	
135. Mansfield and Worksop Road.....	T. L. Marriott	199. Orkney Roads T. Martin	
136. Worksop and Attercliffe Road.....	T. L. Marriott	200. Chatham District Water Fearon & Clabon	
137. Cardigan Markets and Improvement ...	Durnford & Co.	201. Fownhope and Holme Lacy Bridge..... A. O. Underwood	
138. Shrewsbury Gas	M'Dougall & Newall	202. Margate Water Fearon & Clabon	
139. West of Fife Mineral Railway.....	Maitland & Graham	203. Rhymney Railway W. G. Roy	
140. Mordon Carrs Drainage	Bell, Steward & Lloyd	204. Wimbledon and Dorking Railway W. G. Roy	
141. West Hartlepool Harbour and Railway, and North-Eastern Railway Companies Amalgamation	Bell, Steward & Lloyd	205. London (City) Hotel and Building Co. Dorington & Co.	
142. Lowestoft Water, Gas, and Market Co.	Gregorys & Co.	206. Slaney River Improvement Dorington & Co.	
143. Cork Gas	Gregorys & Co.	207. Guildford Water Dorington & Co.	
144. Newcastle-under-Lyne and Leek Roads.	Gregorys & Co.	208. Chepstow Gas Dorington & Co.	
145. Weaver Navigation	Gregorys & Co.	209. Mid Sussex Railway..... Holmes & Co.	
146. Atlantic Telegraph Company	Dorington & Co.	210. Bridgewater Markets and Fairs	H. & W. Toogood
147. Australian Agricultural Company.....	Dorington & Co.	211. European and Indian Junction Telegraph Company..... H. & W. Toogood	
148. Briton Ferry Docks	Dorington & Co.	212. Mid Kent and South Kent Railway ... Tyrrell, Paine & Layton	
149. Landport and Southsea Improvement	Dorington & Co.	213. Times, Athenaeum, and Beacon Assurance Companies Amalgamation ... R. H. Wyatt	
150. Willenhall (Wolverhampton) Gas	Dorington & Co.	214. Swansea Harbour Trust and Swansea Dock Company Pritt & Co.	
151. Berkeley, Dursley, &c. Turnpike Trust.....	Dorington & Co.	215. Newtown and Machynleth Railway ... Pritt & Co.	
152. Salisbury and Yeovil Railway	Dorington & Co.	216. South Yorkshire and North Lincolnshire Junction Railway .. Edwards, Frankish, & Galland	
153. Border Counties Railway.....	H. & W. Toogood	217. Forth and Clyde Junction Railway..... Deans & Rogers	
154. South Staffordshire Water	Dyson & Co.	218. Hamilton and Strathaven Railway ... Deans & Rogers	
155. Wycombe Railway	Dyson & Co.	219. Metropolitan Railway	Dyson & Co.
156. Guildford Gas	Dorington & Co.	220. Cork and Youngal Railway	Dyson & Co.
157. Dundalk and Enniskillen Railway	Dorington & Co.	221. Banff, Maeduff, and Turriff Extension Railway	Dyson & Co.
158. Calcutta & South-Eastern Railway Co.	Dorington & Co.	222. South London Railway..... Dyson & Co.	
159. Lowestoft and Burgh St. Peter Ferry and Roads	Bircham & Co. (Dyson & Co., Holmes & Co., Joint Agents.	223. Fiskerton Drainage	M'Dougall & Newall
160. Carlisle, Liddisdale, and Hawick Rail.	Dyson & Co., Holmes & Co., Joint Agents.	224. Great Yarmouth Water	M'Dougall & Newall
161. British and Irish Grand Junction Rail.	Dyson & Co.	225. Cannock Mineral Railway (No. 2) M'Dougall & Newall	
162. Manchester Corporation	Pritt & Co.	226. Eastern Bengal Railway Company	M'Dougall & Newall
163. Alva Parish	Grahame & Co.	227. West Metropolitan Railway and Thames Embankment	Marchant & Pead
164. South-Eastern Railway (Reading, &c.)	Pritt & Co.	228. Towy Vale Railway	Dorington & Co.
165. Bagnalstow and Wexford Railway ...	Holmes & Co.	229. Coniston Railway..... H. & W. Toogood	
166. Aldershot Railway	T. Baker	230. Bourne and Essendine Railway	H. & W. Toogood
167. New Ross Free Bridge Act Amendment	M'Dougall & Newall	231. East Suffolk Railway	Dyson & Co.
168. Salford Borough (No. 1)	M'Dougall & Newall	232. Metropolitan Sewerage (Outfall to Sea)	Dyson & Co.
169. Salford Borough (No. 2)	R. H. Wyatt	233. Tipperary Joint-Stock Banking Compy. Pritt & Co.	
170. Stratford-upon-Avon Railway.....	H. & W. Toogood	234. Hull and Hornsea Railway	Edwards, Frankish, & Galland
171. Bank of London and National Provincial Insurance Association	Tyrrell, Payne, & Co.	235. Clifton Railway..... Holmes & Co.	
172. Westminster Improvements	R. H. Wyatt	236. Deside Extension Railway	Holmes & Co.
173. Mid Kent Railway (Bromley to St. Mary Cray) Extension to Dartford ...	R. H. Wyatt	237. Tottenham, Hornsey, and Willesden Junction Railway	Holmes & Co.
174. West London and Crystal Palace Rail.	Wm. Bryden	238. Thames Embankments and Railways ... Holmes & Co.	
175. Wexford Free Bridge	Wm. Bryden	239. St. George's Harbour Act Amendment .. Holmes & Co.	
176. Reversionary Interest Society	Dyson & Co.	240. Newport, Abergavenny, and Hereford Railway	Dyson & Co.
177. National Assurance Investment Assoc.	Dyson & Co.	241. Doncaster and Wakefield Railway	Dyson & Co.
178. East Somerset Railway.....	Dyson & Co.	242. Ipswich Water	Dyson & Co.
179. North Derbyshire Railway	H. & W. Toogood	243. Conway Valley Railway	Holmes & Co.
180. Charing-cross Bridge	Dorington & Co.	244. Richmond and Kew Extension Railway	H. & W. Toogood
181. Stamford and Essendine Railway	Dorington & Co.	245. Victoria Gas	H. & W. Toogood
182. West Somerset Railway	Dyson & Co.	246. Dartmouth and Torbay Railway	H. & W. Toogood
183. Bury Gas	M'Dougall & Newall	247. Otley and Skipton Road	H. & W. Toogood
184. Besselsleigh Road	W. T. Manning	248. Torquay and St. Mary Church Gas	H. & W. Toogood
185. Cork Consumers' Gas	Pritt & Co.	249. Backwater Bridge and Road	Deans & Rogers
186. Medical, Legal, and General Mutual, and New Equitable Life Assurance Companies Amalgamation.....	Bell, Steward, & Lloyd		
187. Dexthorp Turnpike Trust.....	Smith & Shepherd		
188. Belfast Improvement	Pritt & Co.		
189. Imperial Continental Gas Association...	Dyson & Co.		
190. Banff, Portsoy, and Strathish Railways	T. Martin		
191. Keith and Dufftown Railway	T. Martin		
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1. *Undertaking by next friend of infant to be responsible for Defendant's costs.*

No.

In the County Court of —, holden at —.

I, the undersigned, —, being the next friend of A.B., who is an infant, and who is desirous of entering a plaint in this Court against C.D., of, &c., hereby undertake to be responsible for the costs of the said C.D., of, &c., in such cause, and that if the said A.B. fail to pay to the said C.D., when and in such manner as the Court shall order, all such costs of such cause as the Court shall direct him to pay to the said C.D., I will forthwith pay the same to the registrar of the court.

Dated this — day of —, 185—.
(Signed)

2. *Agreement to give jurisdiction to a County Court, under sec. 23 of 19 & 20 Vict., c. 108.*

We [or the respective attorneys of] A.B., of, &c., and C.D., of, &c., do hereby agree that the County Court of —, holden at —, shall have power to try an action to be brought by

A.B. against C.D., for —, under the provisions of sec. 23 of 19 & 20 Vict., c. 108.

Given under our hands, this — day of —, 185—.

A.B. [or E.F., Attorney for A.B.]

C.D. [or G.H., Attorney for C.D.]

3. *Plaint-note on entering Plaintiff.*

In the County Court of —, holden at —.

(Seal.)

No. of Plaintiff.

A.B., Plaintiff, against C.D., Defendant.

Fees paid.		
£	s.	d.

The above cause was entered this day, and will be tried at —, on —, the — day of —, at — o'clock in the — noon.

Dated this — day of —, 185—.

Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

N.B.—IF YOU OBTAIN A JUDGMENT AGAINST THE DEFENDANT, ALL MONIES ORDERED TO BE PAID THEREUNDER MUST BE PAID INTO COURT, AND MUST NOT BE RECEIVED BY YOU. (See sec. 45, of 19 and 20 Vict., c. 108.)

Bring this note when you come to the Court, or to the office, for any purpose connected with this cause. On the day of hearing bring all books, &c., necessary to prove your case.

Money will be paid out of Court ONLY on production of this note, and upon your or your agent's PERSONAL ATTENDANCE, as the book must be signed by you or your agent, and no officer of the Court is allowed to sign it as your agent.

If the defendant will consent to a judgment, or will sign a statement at the office of the registrar confessing that he owes you the money, or if you and he will sign an agreement at the registrar's office, as to the amount due, &c., you will only have to pay half the usual hearing fee.

If the debt or claim exceed five pounds, you may have the cause tried by a jury, on giving notice in writing, at the registrar's office, three clear days before the hearing, and on payment of five shillings for the use of such jury.

Summons for witnesses, and for the production of documents, may be obtained at the office upon payment of the proper fee.

4. *Letter to be sent with Summons out of District.*

No. of Plaintiff.

In the County Court of — holden at —.

Sir,—I hereby request that you will serve the accompanying summons immediately, and return the enclosed copy of the same to me, with the affidavit of service required by sec. 62 of 9 & 10 Vict. c. 95. The defendant or witness is stated to reside at [here insert the full address given in the summons.]

Your obedient servant, —

Registrar of the Court.

To the High Bailiff of the County Court

of — holden at —.

5. *Summons to appear to a Plaintiff.*

No. of Plaintiff.

In the County Court of — holden at —.

(Seal.)

Between A.B., Plaintiff (Address, Description), and C.D., Defendant (Address, Description).

* [Issued "by leave of the Court" or "by leave of the registrar."]

You are hereby summoned to appear at a County Court, to be holden at — on the — day of — at the hour of — in the — noon, to answer the Plaintiff, to a claim, the particulars of which are hereunto annexed. [Where the amount of the claim does not exceed forty shillings, after "claim" strike out the words "the particulars of which are hereunto annexed," and state shortly the substance of the claim.]

Dated this — day of —

Registrar of the Court.

* Insert this when necessary.

	£	s.	d.
Debt or claim
Costs of plaintiff
Attorney's costs *
Total amount £			

To the Defendant.

N.B.—If you owe the money, and will consent to a Judgment, you will save half the Hearing Fee.

[To be indorsed on the Summons.]

If you confess the plaintiff's claim—by doing which you will save half the hearing fee—you should sign and deliver your confession to the registrar of the Court five clear days before the day of hearing; but you may deliver your confession at any time before the cause is called on, subject to the payment of any further costs which your delay may have caused the plaintiff to incur.

If you and the plaintiff can agree as to the amount due and the mode of payment, and will, before the cause is called on for trial, sign a memorandum of such agreement at the registrar's office or before an attorney, you will save half the hearing fee.

If you pay the debt and costs, as stated in the summons, five clear days before the hearing, you will avoid further costs; but you may pay the same at any time before the cause is called on for trial, subject to the payment of any further costs which your delay may have caused the plaintiff to incur.

If you admit a part only of the claim, you may, by paying into the registrar's office the amount so admitted, together with costs proportionate to the amount you pay in, five clear days before the day of hearing, avoid further costs, unless the plaintiff, at the hearing, shall prove a claim against you exceeding the sum paid.

If you intend to rely on a SET-OFF, INFANCY, COVERTURE, a STATUTE OF LIMITATIONS, or a DISCHARGE under a BANKRUPT or an INSOLVENT act, as a defence, you must give notice of such special defence to the registrar five clear days before the day of hearing, and such notice must contain the particulars required by the rules of the Court; and you must deliver to the registrar as many copies of such notice as there are plaintiffs, and an additional copy for the use of the Court. If your DEFENCE be a SET-OFF, you must, with each notice thereof, deliver to the registrar a statement of the particulars thereof. If your DEFENCE be a TENDER you must pay into Court, before or at the hearing, the amount tendered.

If the debt or claim exceed five pounds, you may have the cause tried by a jury, on giving notice in writing at the registrar's office three clear days before the hearing, and on payment of five shillings for the use of such jury.

Summons for witnesses and for the production of documents will be issued upon application at the office of the registrar of the Court upon payment of the proper fee.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed.] when the office will be closed at one.

N.B.—Where a plaintiff proposes to charge in the summons that the defendant has had assets, and has wasted them, commence with the above form of summons, but naming defendant as executor or administrator of the deceased, and adding:

"And the plaintiff alleges that you the defendant have money, goods, and chattels, which were the property of —, deceased at the time of his death, and which came to your hands as executor [or administrator] of the said deceased, to be administered, and if you have not, that you have withheld and wasted the same, whereby you have become liable to satisfy the plaintiff's claim and his costs herein out of your own goods."

6. *Affidavit of Service of Summons out of the District, or where the Bailiff is unavoidably absent* (rule 26).

No. — In the County Court of — holden at — (Seal).

Between A.B., Plaintiff, and C.D., Defendant.

I — one of the bailiffs of the County Court of — holden at — make oath and say, that I did, on the — day of — 18— duly serve the defendant with a summons, a true copy whereof is hereunto annexed, marked A. at — by delivering the same personally to the defendant [or as the case may be].

Sworn at — in the county of — the — day of — One thousand eight hundred and fifty —, before me

E. F. Bailiff.

* Insert this where the amount claimed exceeds £20, and an attorney has signed the particulars of plaintiff's demand.

(Indorse the Summons or other Process thus:—This Paper marked "A" is the paper referred to in the annexed Affidavit.

7. *Notice of Non-service of a Summons.*

No. of Plaintiff.—In the County Court of — holden at — (Seal).

Between A.B., Plaintiff, and C.D., Defendant.

TAKE NOTICE, That the summons in this cause has not been served, for the following reason:—

Dated this — Day of — 185—.

To the Defendant.

E.F., High Bailiff.

8. *Summons to obtain Judgment by Default on personal Service* (19 & 20 Vict. c. 108, s. 28).

No. of Plaintiff.—In the County Court of — holden at — (Seal).

Between A.B., Plaintiff (Address, Description) and C.D., Defendant (Address, Description).

TAKE NOTICE, That, unless at least six clear days before the [day of appearance to summons] you return to the registrar of this court at [place of office] the notice given below, dated and signed by yourself, or your attorney or your agent, you will not afterwards be allowed to make any defence to the claim which the plaintiff makes on you, as per margin, the particulars of which are hereunto annexed; but the plaintiff may, without giving any proof in support of such claim, proceed to judgment and execution. If you return such notice to the registrar within the time specified, you must appear at a County Court, to be holden at — on the — day of — 185—, at the hour of — in the — noon, to answer the above claim, which will be heard on that day.

Dated this — day of — 185—.

Registrar of the Court.

To the Defendant.

Notice of Intention to defend.

No. of Plaintiff.—In the County Court of — holden at —

(*To be filled in by registrar previous to issue of summons).

* A.B. v. C.D.

I intend to defend this cause.

Dated this — day of — 185—.

† Defendant.

[To be indorsed on the summons.]

If you pay the debt and costs, as per margin on the other side, into the registrar's office, before the day of hearing, and without returning the notice of intention to defend, you will avoid further costs.

If you do not return the notice of intention to defend, but allow judgment against you by default, you will save half the hearing fee, and the order upon such judgment will be to pay the debt and costs forthwith [or by instalments, to be specified, as in plaintiff's written consent.]

If you admit a part only of the claim, you must return the notice of intention to defend within the specified time; and you may, by paying into the registrar's office the amount so admitted, together with costs proportionate to the amount you pay in, six clear days before the day of hearing, avoid further costs, unless the plaintiff, at the hearing, shall prove a claim against you exceeding the sum so paid.

If you intend to rely on a SET-OFF, INFANCY, COVERTURE, a STATUTE OF LIMITATIONS, or a DISCHARGE under a BANKRUPT or an INSOLVENT Act, as a defence, you must, in addition to the notice of intention to defend, give to the registrar notice of such special defence six clear days before the day of hearing; and such last-mentioned notice must contain the particulars required by the rules of the Court; and you must deliver to the registrar as many copies of such notice as there are plaintiffs, and an additional copy for the use of the Court. If your DEFENCE be a SET-OFF, you must, with the notice thereof, also deliver to the registrar a statement of the particulars thereof. If your DEFENCE be a TENDER, you must pay into Court, before or at the hearing, the amount tendered.

If you give such notice of intention to defend within the time specified, you may have the cause tried by a jury, on giving notice in writing at the registrar's office, three clear days before

* Here must be signed the name of defendant, or of his attorney or agent, and in either of the last two cases the words "attorney for," or "agent for," must be added.

the hearing, and on payment of five shillings for the use of such jury.

Summons for witnesses, and for the production of documents by them, will be issued upon application at the office of the registrar of this court upon payment of the proper fee.

Hours of attendance at the office of the registrar of this court at [place of office], from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

This summons must be served personally on the defendant twelve clear days before the day appointed for the hearing.

NOTE.—This Summons should be printed on a half-sheet of foolscap paper, so as to enable the "Notice of intention to defend" to be torn off for transmission to the Registrar.

9. Consent under Sec. 28 of 19 & 20 Vict. c. 138, as to Time and Mode of Payment.

No. —

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

I [or the Attorney of], the plaintiff, do consent that the defendant do pay the amount claimed in this action to the registrar of the Court, on the — day of —, 185— [or by instalments of — for every — days, the first instalment to be paid on the — day of —, 185—.

Plaintiff [or's Attorney.]

10. Notice of Service or Non-service of Summons, and of Intention, or not, to defend, to be sent, under the provisions of sec. 29 of 19 & 20 Vict., c. 108.

No. —

In the County Court of —, holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

You are hereby informed that the defendant has [or has not] been served with the summons issued in this action [when he has been served, add and that he has (or has not) given notice of his intention to defend the action].

Dated this — day of —, 185—.

Registrar of the Court.

To the Plaintiff.

11. Summons under "The Summary Procedure on Bills of Exchange Act, 1853."

No. of Plaintiff —.

In the County Court of —, holden at —.

(Seal.)

Between A.B., Plaintiff, (Address, Description), and

C.D., Defendant, (Address, Description).

You are hereby warned that, unless within twelve days after the personal service of this summons on you, inclusive of the day of such service, you obtain leave from the judge of this Court, or, in his absence, from the registrar of this Court, to defend this action, the plaintiff may proceed to judgment and execution.

Dated this — day of —, 185—.

Registrar of the Court.

To the Defendant.

N.B.—This summons must be served personally on the defendant within six calendar months from the date thereof, and not afterwards.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

Indorsement to be made on the Summons before Service thereof.

The plaintiff claims £— for principal and interest [or balance of principal and interest], due to him as the payee [or indorsee] of a bill of exchange [or promissory note], of which the following is a copy [here copy bill of exchange or promissory note, and all indorsements upon it,] and also — for noting, and the sum of — for Court fees [and costs herein]: And if the amount thereof be paid to the registrar of the Court four days from the service hereof, no further proceedings will be taken.

Leave to defend may be obtained upon application at the office of the registrar of this Court, supported by affidavit, showing that there is a defence to the action on the merits, or disclosing facts showing that it is reasonable that the defendant should be allowed to defend the action.

Indorsement to be made on the Summons after Service.

This summons was served by — personally on — [the

defendant or the defendants] on — the — day of — 18—.

12. Certificate of Deposit.

In the County Court of —, holden at (Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

I do hereby certify, that the plaintiff [or defendant] has paid into my hands the sum of £— [or here state the proceeding which has rendered the deposit necessary.]

Registrar of the Court.

Dated this — day of —, 185—.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

13. Notice of Sureties.

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the sureties whom I propose as my security in the above cause [here state the proceeding which has rendered the sureties necessary] are [here state the full names and additions of the sureties, whether housekeepers or freeholders, and their residences for the last six months, therein mentioning the county or city, places, streets, and numbers, if any].

Dated this — day of —, 185—.

To the

14. Affidavit of Justification.

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

I —, of —, one of the sureties for the defendant, make oath and say, that I am a housekeeper [or freeholder, as the case may be], residing — [describing particularly the county or city, the street or place, and the number of the house, if any], that I am worth property to the amount of £— [the amount required by the practice of the Court] over and above what will pay my just debts [if security in any other action or for any other purpose, add, and every other sum for which I am now security], that I am not bail or security in any other action or proceeding, or for any other person [or if security in any other action or actions, add, except for C.D., at the suit of E.F., in the Court of —, in the sum of £—; for G.H., at the suit of I.K., in the Court of —, in the sum of £—, specifying the several actions, with the Courts in which they are brought, and the sums in which he has become bound]; that this my property, to the amount of the said sum of £— [and if security in any other action, &c., over and above all other sums for which I am now security as aforesaid], consists of [here specify the nature and value of the property in respect of which the deponent proposes to become bondsman as follows, stock in trade, in my business of —, carried on by me at —, of the value of £—, of good book debts owing to me to the amount of £—, of furniture in my house at — of the value of £—, of a freehold (or leasehold) farm of the value of £—, situate at —, occupied by —, or of a dwelling-house of the value of £—, situate at —, occupied by —, or of other property, particularising each description of property, with the value thereof], and that I have for the last six months resided at — [describing the place of such residence, or if he has had more than one residence during that period, state it in the same manner as above directed].

Sworn, &c.

15. Bond under Bills of Exchange Act.

Know all men by these presents, that we, A.B., of, &c., and C.D. of, &c., and E.F. of, &c., are jointly and severally held and firmly bound to G. H. of, &c., in £— to be paid to the said G.H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents

Sealed with our seals, and dated this — day of — One thousand eight hundred and —.

Whereas an action — has been brought in the County Court of — holden at — wherein the above-named G.H. is plaintiff, and the above-bounden A. B. is defendant, on a certain bill of exchange [or promissory note] under "The Summary Procedure on Bills of Exchange Act, 1853."

And whereas leave has been duly given, according to the provisions of the said act, to the said A.B., to defend the said action upon his giving security, to be approved by the registrar of the Court aforesaid, for the amount claimed in the said action

and costs of trial thereof: and whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above-written obligation, for the purposes aforesaid, and the security intended to be hereby given has been approved of by — the registrar of the said County Court, as appears by his allowance in the margin hereof; now the condition of this obligation is such, that if the above-bouneden A.B., C.D., and E.F., any or either of them, shall pay unto the said G.H., his executors, administrators, or assigns, the amount claimed in the said action, and the costs of the trial thereof, upon judgment being given for the plaintiff, then this obligation shall be void, otherwise shall remain in full force.

A.B. (L.S.)
C.D. (L.S.)
E.F. (L.S.)

Signed, sealed, and delivered by the above-bouneden — in the presence of —

Note.—If a deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a stamp.

16. *Notice of Leave given to Defendant.*
No. of Plaintiff — In the County Court of — holden at — (Seal).

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the defendant has obtained leave to appear at a County Court to be holden at — on the — day of at the hour of — in the — noon, to defend this action.

The defendant has obtained such leave on the ground set forth in an affidavit, a copy of which is hereunto annexed [and has paid to me the sum claimed by you, to abide the decision of the Court] [or has given security for the amount claimed by you, and the costs of this action].

Dated this — day of — 185—.

Registrar of the Court.

To the Defendant.

18. *Notice of Payment into Court of whole Claim.*

No. of Plaintiff — (Seal).

In the County Court of — holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the defendant has paid into Court the full amount of your demand in this action, together with your costs therein.

Dated this — day of — 185—.

Registrar of the Court.

To the Plaintiff.

N.B.—Upon your applying for the above amount it will be necessary that you should produce the plaint-note given to you on the entry of the plaint.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

19. *Notice of Payment of Part of Claim into Court.*

No. of Plaintiff — In the County Court of —, holden at — (Seal).

Between A.B., Plaintiff, and C.D., Defendant.

Take notice that the defendant has paid into Court the sum of £ —, together with costs proportionate to that sum. If you elect to accept the same in full satisfaction of the sum claimed, and send to the registrar of this Court and to the defendant a written notice forthwith, by post, or by leaving the same at the registrar's office and at the defendant's place of abode or business, the action will be discontinued, and you will be liable to no further costs. In default of such notice the action may proceed, and if you do not appear at the hearing you will be liable to pay to the defendant such costs as he may incur for appearing at the hearing, or such other sum of money as the judge may order, for expenses subsequent to the payment into Court.

Dated this — day of —, 185—.

Registrar of the Court.

To the Plaintiff.

N.B.—Upon your applying for the above amount it will be necessary that you should produce the plaint-note given to you on the entry of the plaint.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

20. *Notice of Set-off.*

No. — In the County Court of —, holden at —.
Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that I intend at the hearing of this case to claim a set-off against the plaintiff's demand, the particulars of which set-off are annexed hereto.

Dated this — day —, 185—.

The Defendant.

To the Registrar of the Court.

(The registrar is to annex to this notice the particulars of set-off, as furnished by defendant, sealed with the seal of the Court.)

21. *Notice of Special Defence.*

No. — In the County Court of —, holden at —.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that I intend, at the hearing of this cause, to give in evidence, and rely upon the following ground of defence.

Dated this — day of —, 185—.

The Defendant.

To the Registrar of the Court.

That I was an infant within the age of twenty-one years, when the supposed claim arose, [or the supposed contract or agreement was made,] and that I was born as I believe at —, in the county of —, on the — day of —.

That I am now [or, That I was, at the time when the supposed claim arose, or, the supposed contract or agreement was made,] the wife of —, of —. And that I was married to him at —, in the county of —, on the — day of —, and that he resides at —, in the county of —.

That the claim for which I am summoned is barred by a Statute of Limitations.

That I am a certificated bankrupt, and obtained my certificate from the Court [or — district Court] of Bankruptcy, on the day of —.

That I was duly discharged, under an Act for the Relief of Insolvent Debtors [or obtained a final order under the Protection Acts, 5 & 6 Vict. c. 116, and 7 & 8 Vict. c. 96,] on the — day of —, at the — Court of —, held at —.

22. *Summons to Witness.—Rule 47, 9 & 10 Vict. c. 95, ss. 85 & 86.*

No. — In the County Court of —, holden at —.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

You are hereby required to attend at [the Court-house in —] on —, the — day of —, 185—, at the hour of —, in the — noon, to give evidence in the above cause on behalf of the [plaintiff or defendant, as the case may be], and then and there to have and produce [state any particular documents required], and all other books, papers, writings, and other documents relating to the said action, which may be in your custody, possession, or power. In default of your attendance you will be liable to a penalty of ten pounds, under 9 & 10 Vict. c. 95.

Dated this — day of —, 185—.

Registrar of the court.

To —.

23. *Order fining a Witness for Non-attendance.*

No. — In the County Court of —, holden at —.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas —, of —, was duly summoned to appear as a witness in this cause at a Court this day holden, and at the time of being so summoned payment [or a tender of payment] of his expenses was made, according to the scale of allowance settled by the rules of practice of the County Courts; and whereas he has neglected, without sufficient cause shown, to appear at the Court [or to produce] [here describe what he was required by such summons to produce]: or * Whereas —, being this day present in Court, and being required by the Court to give evidence in this cause, refused to be sworn, without alleging as a ground for such refusal that he had any conscientious scruples with respect to taking an oath [or, after being duly sworn, refused to give evidence] or to produce [here describe what he was required and bound to produce]. It is hereby ordered that the said — shall forthwith [or on the — day of —] pay to the registrar of this Court a fine of £ — for such neglect [or refusal].

* Where witness is present in Court, commence form here.

Given under the seal of the Court, this — day of — 185—.
By the Court,
Registrar of the Court.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

24. *Warrant of Execution against the Goods of a Witness for a Fine.*

No. of Warrant —.

In the County Court of — holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Whereas — was duly summoned to appear as a witness in this cause at a Court holden at — on the — day of —, and at the time of being so summoned payment [or tender of payment] of his expenses was made, according to the scale of allowance settled by the rules of practice of the County Courts; and whereas he neglected, without sufficient cause shown, to appear at such Court [or to produce] [here describe what he was required and bound to produce]. * or Whereas — being present in Court on the — day of — 185—, and being required by the Court to give evidence, refused to be sworn without alleging as a ground for such refusal that he had any conscientious scruples with respect to taking an oath, [or, after being duly sworn, refused to give evidence, or to produce, &c.], it was thereupon ordered by the Court that he should forthwith [or on the — day of —] pay to the registrar of this Court a fine of £ — for such neglect [or refusal]; and whereas the said sum has not been paid according to the said order, and the judge of this Court has ordered it to be levied as hereinafter mentioned, these are therefore to require and order you forthwith to make and levy by distress and sale of the goods and chattels of the said —, wheresoever they may be found, within the district of this Court (excepting the wearing apparel and bedding of him or his family, and the tools and implements of his trade, if any, to the value of five pounds), the sum stated at the foot of this warrant, being the amount of such fine and the costs of this execution, and also to seize and take any money or banknotes (whether of the Bank of England or of any other bank), and any cheques, bills of exchange, promissory notes, bonds, specialties, or securities for money belonging to him, which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and the costs of making and executing the same, and to pay what you shall have so levied to the registrar of this Court, and make return of what you have done under this warrant immediately upon the execution thereof.

Given under the seal of this Court, this — day of —, 185—.

By the Court,

Registrar of the Court.

To the High Bailiff of the said Court, and others the Bailiffs thereof.

Amount of fine

	£	s.	d.

Poundage for issuing this warrant

TOTAL

	£	s.	d.

NOTICE.—The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless of a perishable nature, or at the request of the said witness.

Application was made to the registrar for this warrant at — minutes past the hour of —, in the — noon of the — day of — 185—.

25. *Notice to be sent with all Warrants of Execution against the Goods.*

No. of Warrant.

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the warrant of execution against your goods on the judgment obtained against you in this action is for the following amount:—

* Where witness was present in Court, commence from here.

	£	s.	d.
Amount for which judgment was obtained			
Since paid by you into Court			
Remaining due on judgment			
Poundage for issuing this warrant			
Total amount to be levied			

The costs of keeping possession of such of your goods as may be seized is SIXPENCE IN THE POUND ON THE VALUE OF SUCH GOODS.

If you pay the amount to be levied within half-an-hour of the entry of the bailiff, you will not be required to pay to him any further sum than the amount directed to be levied as stated above.

Your goods are not to be sold until after the end of five days next following the day on which they were seized, unless they be of a perishable nature, or at your request.

If your goods are sold, the following fees are chargeable for the appraisement and sale, and no others:—

For the appraisement SIXPENCE IN THE POUND ON THE VALUE OF THE GOODS APPRAISED, OVER AND ABOVE THE STAMP DUTY.

For the sale, including advertisements, catalogues, sale and commission, and delivery of the goods, ONE SHILLING IN THE POUND ON THE NET PRODUCE OF THE SALE.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

26. *Affidavit to obtain a Warrant under s. 31, of 19 & 20 Vict., c. 108.*

No. of Plaintiff —.

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

I —, of —, the plaintiff [or defendant] make oath and say, that the above cause is appointed to be tried at this Court on the — day of —, 185—, and that E.F., now a prisoner confined in [state the prison], will be a material witness for me upon the said trial. And I further say, that I am advised and verily believe that I cannot safely proceed to the trial of the said cause without the testimony of the said E.F. And I do hereby make application to the judge of this Court for a warrant, in order that the said E.F. may be brought before this Court to be examined as a witness on my behalf.

Sworn at —, in the county of —, the — day of —, One thousand eight hundred and fifty —, before me —

27. *Warrant to bring up a Prisoner to give Evidence under s. 31 of 19 & 20 Vict., c. 108.*

No. of Plaintiff.

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

To [officer in whose custody the prisoner is] Whereas the plaintiff [or defendant] hath made application to me, by affidavit, for a warrant to bring up before this Court E.F., who it is said is detained as a prisoner in your custody, in order that the said E.F. may be examined as a witness on behalf of the said plaintiff [or defendant] in a certain cause depending in this Court between the said A.B., plaintiff, and C.D., defendant: You are therefore hereby required to bring the said E.F. before this Court at [court-house] on the — day of —, 185—, at — o'clock in the — noon, then and there to be examined as a witness on behalf of the said plaintiff [or defendant]; and immediately after the said E.F. shall have given his testimony before this Court, that you safely conduct him the said E.F. to the prison from which he shall have been brought under this warrant.

Given under the seal of the Court, the — day of — 185—.

Judge of the Court.

28. *Order for Changing the Venue under either s. 20 or 22 of 19 & 20 Vict. c. 108.*

In the County Court of —, holden at —.

(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

It is ordered that the venue in the above cause be changed, and that the cause be sent for hearing to the County Court of —, holden at —.

Given under the seal of this Court, this — day of —, 185—.
By the Court,
Registrar of the Court.

To the Plaintiff and Defendant.

29. Notice, by Court to which an Action has been sent, of the Day of Hearing.

No. —. In the County Court of —, holden at —.
(Seal.)

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that the above cause has been sent for hearing to this Court, and that it is appointed to be heard in this Court on the — day of —, 185—, at the hour of — in the — noon.

Given under the seal of this Court, this — day of —, 185—.
Registrar of the Court.

To the Plaintiff and Defendant.

Hours of attendance at the office of the registrar [hours of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

30. Notice of Objection under s. 39 of 19 & 20 Vict. c. 108.
No. —. In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that, under the provisions of s. 39 of 19 & 20 Vict. c. 108, I object to this action being tried in the County Court; and I propose as my sureties [here state the full names and additions of the sureties, whether housekeepers or freeholders, and their residences for the last six months, therein mentioning the county or city, places, streets, and numbers, if any] [or, and I propose to deposit a sum of money in lieu of giving sureties.]

Defendant.

Dated this — day of —, 185—.
To the Registrar of the said Court.

31. Bond under s. 39 of 19 & 20 Vict. c. 108.

Know all men by these presents, that we, A.B. of, &c., and C.D. of, &c., and E.F. of, &c., are jointly and severally held and firmly bound to G.H. of, &c., in £—, to be paid to the said G.H., or his certain attorney, executors, administrators, or assigns. For which payment to be made we bind ourselves and each and every of us, in the whole, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this — day of —, One thousand eight hundred and —.

Whereas an action — has been brought in the County Court of —, holden at —, wherein the above-named G.H. is plaintiff, and the above-bounded A.B. is defendant.

And whereas the said A.B. has given due notice to the said G.H. of his said A.B.'s objection to the said action being tried in the said Court, as provided by s. 39 of 19 & 20 Vict. c. 108: And whereas it is by the same section of the said statute provided, that the party who shall object shall give security, to be approved by the registrar of the Court aforesaid, for the amount claimed, and costs of trial in one of the Superior Courts of Common Law: And whereas the above-named C.D. and E.F., at the request of the said A.B., have agreed to enter into the above-written obligation for the purposes aforesaid, and the security intended to be hereby given has been approved of by —, the registrar of the said County Court, as appears by his allowance in the margin hereof: Now the condition of this obligation is such, that, if the above-bounded A.B., C.D., and E.F., any or either of them, shall pay unto the said G.H., his executors, administrators, or assigns, the costs of the trial in one of the Superior Courts of Common Law, and the amount for which a verdict may pass against the said A.B., then this obligation shall be void, otherwise shall remain in full force.

A.B. (L.S.)

C.D. (L.S.)

E.F. (L.S.)

Signed, sealed, and delivered by the above-bounded —, in the presence of —.

NOTE.—If a Deposit of Money be made, the Memorandum thereof should follow the terms of the condition of the Bond, and will not require a stamp.

32. Consent that such Court shall decide in an Action where Title has incidentally come in question.

In the County Court of —, holden at —.

Between A.B., Plaintiff, and C.D., Defendant.

We [or, the respective Attorneys of], the plaintiff and defendant, do hereby, under the provision of sect. 25 of 19 & 20

Vic. c. 108, consent that this action shall be decided by the judge of this Court.

Given under our hands, this — day of — 185—.

Plaintiff [or's Attorney].
Defendant [or's Attorney].

33. Notice to be sent to both Parties under sect. 26 of 19 & 20 Vict. c. 108.

In the County Court of — holden at —.
(Seal).

Whereas, under the provision of sect. 26 of 19 & 20 Vict. c. 108, an action commenced in the Court of [Name of Superior Court], wherein A.B. of, &c., is plaintiff, and C.D. of, &c., is defendant, has been ordered by [name of judge of Superior Court] to be tried in this Court.

Take notice, that the said action will be heard in this Court on the — day of — at the hour of — in the — noon.

Given under the seal of the Court, this — day of — 185—.
Registrar of the Court.

To Plaintiff and Defendant.

Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

34. Registrar's Notice of Jury.

No. —. In the County Court of — holden at —.
(Seal).

Between A.B., Plaintiff, and C.D., Defendant.

Take notice, that this cause will be tried by a jury, the — having demanded a jury therein.

Dated this — day of — 185—.

Registrar of the Court.

To the Plaintiff [or Defendant].

35. Summons to Jurors (Rule 70. 9 & 10 Vict. c. 95, s. 72).

In the County Court of — holden at —.
(Seal).

Whereas — was duly summoned to appear and serve this day as a juror in this Court, upon the trial of the cause or causes to be tried by jury at this Court; and whereas he has neglected, without sufficient cause shown, to appear and serve as a juror at this court: It is hereby ordered, that he shall forthwith [or on the — day of —] pay to the registrar of the Court a fine of £— for such neglect.

Given under the seal of the Court, this — day of —.

By the Court.

To Plaintiff and Defendant. Registrar of the Court
Hours of attendance at the office of the registrar [place of office] from ten till four, except on [here insert the day on which the office will be closed], when the office will be closed at one.

To be continued

Sittings Papers.

IN CHANCERY.—HILARY TERM, 1857.

LORD CHANCELLOR.

At Westminster.

Monday, Jan. 12...App. Mtns. & Apps

Wednesday	14	Pleas, Demurrers,
Thursday	15	Exons, Causes,
Friday	16	Claims, and F. D.
Saturday	17	Claims, and F. D.
Monday	18	Motions.
Tuesday	19	Pleas, Demurrers,
Wednesday	20	Exons, Causes,
Thursday	21	Claims, and F. D.
Friday	22	Motions.
Saturday	23	Pleas, Demurrers,
Monday	24	Exons, Causes,
Tuesday	25	Claims, and F. D.
Wednesday	26	Motions.
Thursday	27	Pleas, Demurrers,
Friday	28	Exons, Causes,
Saturday	29	Claims, and F. D.
Monday	30	Motions.
Tuesday	31	Pleas, Demurrers,
Wednesday	1	Exons, Causes,
Thursday	2	Claims, and F. D.
Friday	3	Motions.
Saturday	4	Pleas, Demurrers,
Monday	5	Exons, Causes,
Tuesday	6	Claims, and F. D.
Wednesday	7	Motions.
Thursday	8	Pleas, Demurrers,
Friday	9	Exons, Causes,
Saturday	10	Claims, and F. D.
Monday	11	Motions.
Tuesday	12	Pleas, Demurrers,
Wednesday	13	Exons, Causes,
Thursday	14	Claims, and F. D.
Friday	15	Motions.
Saturday	16	Pleas, Demurrers,
Monday	17	Exons, Causes,
Tuesday	18	Claims, and F. D.
Wednesday	19	Motions.
Thursday	20	Pleas, Demurrers,
Friday	21	Exons, Causes,
Saturday	22	Claims, and F. D.
Monday	23	Motions.
Tuesday	24	Pleas, Demurrers,
Wednesday	25	Exons, Causes,
Thursday	26	Claims, and F. D.
Friday	27	Motions.
Saturday	28	Pleas, Demurrers,
Monday	29	Exons, Causes,
Tuesday	30	Claims, and F. D.
Wednesday	31	Motions.

Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every Saturday. Unopposed Petitions to be taken first.

NOTICE.—Consent Petitions must be presented and Copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard.

MASTER OF THE ROLLS.

At Westminster.

Monday, Jan. 12...Motions.

Tuesday, Jan. 13...Ptns. in Gen. Paper

THE LORDS JUSTICES.

At Westminster.

Monday Jan. 12...Appeal Motions.

At Lincoln's Inn.	
Tuesday	13...App. Mtns. & Apps.
Wednesday	14...Appeals.
Thursday	15...Ptms. in Lun. and
Friday	16...{Bktry. & App. Ptms.
Saturday	17...Appeals.
Monday	19...App. Mtns. & Apps.
Tuesday	20...{
Wednesday	21...Appeals.
Thursday	22...{Ptms. in Lun. and
Friday	23...{Bktry. & App. Ptms.
Saturday	24...Appeals.
Monday	26...App. Mtns. & Apps.
Tuesday	27...{
Wednesday	28...Appeals.
Thursday	29...{Ptms. in Lun. and
Friday	30...{Bktry. & App. Ptms.
Saturday	31...App. Mtns. & Apps.

V. C. Sir R. T. KINDERSLEY.

At Westminster.
Monday, Jan. 12...Motions.

At Lincoln's Inn.	
Tuesday	13...Pleas, Demrs., Ex.,
Wednesday	14...Causes, Claims, &
Thursday	15...F. D.
Friday	16...Ptms. & Gen. Paper
Saturday	17...Sht. Causes and
Monday	19...Mtns. & Gen. Paper
Tuesday	20...Pleas, Demrs., Ex.,
Wednesday	21...Causes, Claims, &
Thursday	22...F. D.
Friday	23...Ptms. & Gen. Paper
Saturday	24...Sht. Causes and
Monday	26...Mtns. & Gen. Paper
Tuesday	27...Pleas, Demrs., Ex.,
Wednesday	28...Causes, Claims, &
Thursday	29...F. D.
Friday	30...Ptms. & Gen. Paper
Saturday	31...Motions.

V. C. Sir JOHN STUART.

At Westminster.
Monday, Jan. 12...Motions.

AT COMMON LAW—IN AND AFTER HIL. TERM, 1857.

Queen's Bench.

IN TERM.

MIDDLESEX.	
1st Sitting	Wednesday... Jan. 14
2nd Sitting	Wednesday... , 21
3rd Sitting	Wednesday... , 28

For undefended Causes only.

LONDON.

LONDON.	
1st Sitting	... Monday... Jan. 19
2nd Sitting	... Monday... , 26

AFTER TERM.

Monday	Feb. 2 Wednesday	Feb. 11
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The Court will sit at ten o'clock every day.

The Causes in the list for each of the above Sitting Days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such Sitting Days.

Common Pleas.

IN TERM.

MIDDLESEX.	
Friday	Jan. 16
Friday	23

LONDON.

LONDON.	
Tuesday	... Jan. 20
Tuesday	27

AFTER TERM.

Monday	Feb. 2 Wednesday	Feb. 11
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The Court will sit during and after Term at ten o'clock.

The Causes in the list for each of the above Sitting Days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such Sitting Days.

Exchequer of Pleas.

IN TERM.

MIDDLESEX.	
1st Sitting	Tuesday... Jan. 13
2nd Sitting	Wednesday... , 21

LONDON.

LONDON.	
1st Sitting	... Monday... Jan. 19
2nd Sitting	... Monday... , 26

AFTER TERM.

Monday	Feb. 2 Wednesday	Feb. 11
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The Court will sit in and after Term at ten o'clock.

The Court will sit in Middlesex, at Nisi Prius, in Term, by adjournment from day to day, until the Causes entered for the respective Middlesex Sittings are disposed of.

At Lincoln's Inn.

At Lincoln's Inn.	
Tuesday	13...App. Mtns. & Apps.
Wednesday	14...Appeals.
Thursday	15...Ptms. in Lun. and
Friday	16...{Bktry. & App. Ptms.
Saturday	17...Appeals.
Monday	19...App. Mtns. & Apps.
Tuesday	20...{
Wednesday	21...Appeals.
Thursday	22...{Ptms. in Lun. and
Friday	23...{Bktry. & App. Ptms.
Saturday	24...Appeals.
Monday	26...App. Mtns. & Apps.
Tuesday	27...{
Wednesday	28...Appeals.
Thursday	29...{Ptms. in Lun. and
Friday	30...{Bktry. & App. Ptms.
Saturday	31...App. Mtns. & Apps.

V. C. Sir WILLIAM P. WOOD.

At Westminster.

Monday, Jan. 12...Motions.

At Lincoln's Inn.

At Lincoln's Inn.	
Tuesday	13...Pleas, Demrs., Ex.,
Wednesday	14...Causes, Claims, &
Thursday	15...F. D.
Friday	16...Ptms. (unop. first)
Saturday	17...{Sht. Causes, Sht.
Monday	19...Mtns. & Gen. Paper
Tuesday	20...Pleas, Demrs., Ex.,
Wednesday	21...Causes, Claims, &
Thursday	22...F. D.
Friday	23...Ptms. (unop. first)
Saturday	24...{Sht. Causes, Sht.
Monday	26...Mtns. & Gen. Paper
Tuesday	27...Pleas, Demrs., Ex.,
Wednesday	28...Causes, Claims, &
Thursday	29...F. D.
Friday	30...Ptms. (unop. first)
Saturday	31...Mtns., Sht. Causes, Sht. Cl., & Causes

Claims will be taken in precedence of the General Paper every Saturday.

Cause Papers.

Chancery.

CAUSE LIST FOR HILARY TERM, 1857.

C The following abbreviations have been adopted to save space:—
A. Abated.—*Adj.* Adjourned.—*A. T.* After Term.—*App.* Appeal.—*C. D.* Cause Day.—*Ct. Clm.*—*Cts.* Costs.—*D.* Demurrer.—*E.* Exceptions.—*F. D.* Further Directions.—*Mtn.* Motion.—*P.* Pro Confesso.—*Pt.* Plea.—*Ptn.* Petition.—*R.* Rehearing.—*S.* Stand Over.—*Sh.* Short.

LORD CHANCELLOR.

Appeals.

Elliott v. Ince	In re William Thomas Langley v. Thomas Archer v. Harrison Osborne v. Julian
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MASTER OF THE ROLLS.

Causes, &c.

Johnson v. Atkinson (Ex. to anstr.)	Cowell v. Gatecombe (M. for dec.)
Crowther v. Crowther (D.)	Bawlings v. Pearson (do.)
Cochrane v. Beaumont (M. for dec.)	Bawlings v. Bawlings (2) (Cause)
Green v. Long (F. C.)	Bawlings v. Bleuet (Cause)
In re Brewster's Estate	Gilbert v. Garnett (do.)
Brewer v. Pocock (F. C.)	Wilkinson v. Duncan (M. for dec.)
Palmer v. Long (F. C. and sumns.)	Hoskings v. Manley (Cause)
Timewell v. Brown (F. C. and petn.)	Jones v. Kilburn (M. for dec.)
The Off-Man. of Royal Bank of Australia v. Prynn (M. for dec.)	Elliott v. Wilson (do.)
Edwards v. Ryden (do.)	Stephens v. Preston (F. C.)
Cundiffe v. Hill (F. D. and csts.)	Dugard v. Ross (Cause)
Chichester v. Chichester (M. for dec.)	Anderson v. Anderson (M. for dec.)
Holl v. Gordon (2) (Ex. & F. D. & csts.)	Poole v. Warwick (do.)
Gordon v. Long (F. D. and F. C.)	Heard v. MacMurray (do.)
Attorney-General v. Calvert (Cause)	Greville v. Duxfield (3) (F. C.)
Tweddle v. Tweddle (M. for dec.)	Guily v. Cregeen (M. for dec.)
Tweddle v. Tweddle (do.)	Wing v. Roof (GL)
Att.-Gen. v. Wyggeston Hospital (2) (Fur. dir. and costs.)	Ellis v. Baker (M. for dec.)
Reid v. Lowndes (M. for dec.)	Faulkner v. Jeffery (F. C. and M.)
Simpson v. North (M. for dec.)	Knight v. Knight (M. for dec.)
Irwin v. Hamer (Cause)	Chambers v. Elliott (F. C.)
Smedley v. Varley (M. for dec.)	Biron v. Mount (Cause sh.)
May v. Biggden (4) (F. con.)	Blagrove v. Cooper (F. C.)
Sanderson v. Birken (F. C.)	Burnaby v. Cooper (M. for dec.)
James v. Homes (Cause)	Merle v. Clarke (F. C.)
Stanton v. Carson (M. for dec.)	Meredith v. Vick (do.)
Lyon v. Lumley (Cause)	Chester v. Urwick (do.)
Lakeman v. Agua Fria Gold Mining Co. (M. for dec.)	Lee v. Reeve (do.)
Maxwell v. Port Tennant Patent Steam Fuel and Coal Co. (Cause)	Maxwell v. Reeve (do.)
Fuller v. Green (F. D. and csts.)	Whitaker v. Whitaker (Cause sh.)
Newbegin v. Bell (F. C.)	Anderson v. Ablett (M. for dec.)
Green v. Nixon (M. for dec.)	Moffett v. Bates (do.)
Att.-Gen. v. Mayor, &c., of London (Cause)	Jones v. Thompson (do.)
Att.-Gen. v. Mansfield School (F. D. and csts. and 2 pts. pd.)	Regent's Can. Co. v. Ware (do.)
Glegg v. Edmundson (Cause Jan. 20)	Hodgson v. Hartley (do.)
Stronge v. Hawkes (F. D. and csts.)	Morrell v. Butterfield (do.)
and 4 pts. pd. ht.)	Ward v. May (do.)
Parke v. Jewell (pt. hd.)	Chorley v. Bellett (M. for dec.)

LORDS JUSTICES.

Appeals.

Liddiard v. De Ruzzen	Coote v. Todd
Clegg v. Edmundson (20th Jan.)	Farebrother v. Wodehouse
Clegg v. Edmundson (20th Jan.)	Manser v. Dix
Gray v. Addison (after Term)	Eaton v. Hazel (2)
Hopwood v. Hopwood (postponed at request of the parties)	Stephens v. Powys
Parke v. Jewell (pt. hd.)	Crook v. Whitley
Clegg v. Edmundson (Cause Jan. 20)	Corley v. Lord Stafford (CL)
Stronge v. Hawkes (F. D. and csts.)	Campbell v. Corley (Cause).
and 4 pts. pd. ht.	
Parke v. Jewell (pt. hd.)	
Leggo v. Richards (Ex. to A.)	
Potter v. Parry (CL)	
Ashcroft v. Powell (F. C.)	
Ashcroft v. Coates (Cause)	
Taylor v. Clayton (F. C.)	
Fenton v. Clayton (F. C.)	
Roberts v. Clark (F. C.)	
Roberts v. Lewis (F. D. & csts.)	
Buckeridge v. Whalley (Cause)	
Buckeridge v. Whalley (Cause)	
Lee v. Lee (6) (F. D. and csts.)	
Lee v. Lee (6) (do.)	
Nokes v. Gibbon (Cause)	

VICE-CHANCELLOR SIR R. T. KINDERSLEY.

Causes, &c.

Champneys v. Buchan (Causept. hd.)	Ewart v. Williams (Ex. to Master's Williams v. Ewart) report
Dickenson v. Wolverstan (F. D. and csts. and 2 pts. pd. ht.)	Hill v. French (F. C.)
Hill v. French (F. C.)	French v. French (F. C.)
Caddick v. Skidmore (Cause)	Caddick v. Skidmore (Cause)
Perfitt v. Stockwell (M. for dec.)	Perfitt v. Stockwell (M. for dec.)
Moore v. Morris (M. for dec.)	Moore v. Morris (M. for dec.)
Saunders v. Saunders (Cause)	Saunders v. Saunders (Cause)
Whitley v. Matthews (F. C.)	Whitley v. Matthews (F. C.)
In re Mellersh	In re Mellersh
Stillwell v. Mellersh (various certific.	Stillwell v. Mellersh (various certific.)
Stillwell v. Mellersh (various certific.)	Stillwell v. Mellersh (various certific.)
Duffort v. Arrowsmith (M. for dec.)	Duffort v. Arrowsmith (M. for dec.)

In re Mellersh } (Sumns. to
Stillwell v. Mellersh } vary certfe.)
Lilley v. Medlycott } (F. D. & csts.)
Lilley v. Lilley
Stillwell v. Mellersh (Cause)
ests. and 4 ptsns.

Brandon v. Brandon (12) (F. D. and
Cannock v. Jauncey (Cause)
Cannock v. Higgins (M. for dec.)
Watson v. Hanbury } (F. D. & csts.)
Watts v. Hanbury
Boddington v. Boddington (F. C.)

VICE-CHANCELLOR SIR JOHN STUART.
Causes, &c.

Bates v. Christ College Cambridge (Ex. to anstr.)
Sadler v. Mayhew (Ex. to anstr.)
Barclay v. Pead (PL)
Snow v. Dun (F. D. and csts.)
Simpson v. Chapman (F. C. & M.,
After Term)
Jones v. Jones (M. for dec.)
Perera v. Johnson (Cause)
Sayers v. Gardiner (do.)
Dean v. Hall (6) (F. D. and csts.)
Booth v. Coulton (F. C.)
Harries v. Vaughan (Cause, Jan. 19)
Stevens v. Jardine (M. for dec.)
Kiddill v. Farrell (do.)
Oxenden v. (F. C.) [sh.]
McIntosh v. Gt. West. Ry. Co. (Cause)
Wyllie v. Green (F. C.)
Fall v. Elkins (CL)
Jones v. Jones (Cause)
De Murieta v. De Murieta (M. for
dec.)
Barber v. Jones (do.)
Forster v. Blast (CL)
Re Meacock } (Adj. smns.
Denton v. Stanfield } and cause)
Stanfield v. Denton
Palmer v. Dugard (M. for dec.)
Plommer v. Drayson (do.)
Cochrane v. Phillips (Cause)
Ashton v. Wood (F. C.)
Shuttleworth v. Coote (CL)
Hayes v. Brien (M. for dec.)
Crompton v. Emery (do.)
Armytage v. Law (Cause)
Hirtzell v. Mules (M. for dec.)
Russell v. Green (Cause)
King v. Roe (F. C.)
Re Mutter (F. F.)

Mutter v. Hudson } (F. C.)
Hurlford v. Hudson (Cause)
Bullocke v. Crow (2) (Cause)
Grundy v. Greenwood (do.)
Potter v. Phillips (F. C.)
Holcombe v. Hoskins (M. for dec.)
Prothero v. Phelps (F. C.)
Pain v. Coombs (M. for dec.)
Leyland v. Illingworth (do.)
Jowett v. Bentley (Cause)
Nunn v. Edge (do.)
Wood v. Fletcher (do.)
Kay v. Crook (4) (do.)
Hoperraft v. Brooke (M. for dec.)
Brown v. Foster (F. D. & csts.)
Roderick v. Brandon (F. C.)
Beswick v. Beswick (F. D. & csts.)
Robson v. Earl of Devon (Cause)
Horne v. Warr (F. C.)
Mason v. Sherwood (M. for dec.)
Johnson v. Perrins (Cross cause)
Jackson v. Daffell (5) (F. D. & csts.)
Seaman v. Rackham (3) (do.)
Lewis v. Thomas (Cause)
Smith v. Lakeman (F. C.)
Hiddard v. De Ruten (Cause)
Re Arboquin } (F. C.)
Arboquin v. Arboquin (F. C.)
Newell v. Fleetwood (M. for dec.)
Choiomley v. Cholmley (do.)
Cholmley v. Cholmley (do.)
Devoy v. Devoy (do.)
Tucker v. Billing (F. C.)
Conduit v. Foxhall (Cause)
Neale v. Smith (M. for dec.)
Thackwell v. Masefield (do.)
Nettlefold v. Warren (do.)
Lett v. Crystal Palace Co. (Cause)

VICE-CHANCELLOR SIR W. P. WOOD.
Causes, &c.

Bayley v. Hand (Ex. to anstr.)
Kennard v. Westrup (Cause)
Clarke v. Ronald (do., *Easter Term*)
James v. Page } (Cause)
Mingay v. Page } (Cause)
Nicholls v. Haviland } (M. for dec.)
Haviland v. Haviland } (F. C.)
Fraser v. Kershaw (M. for dec.)
Beet v. Kantorowicz (M. for dec.)
Nott v. Thomas (M. for dec.)
Benyon v. Simpson (M. for dec.)
Barwell v. Bickingsale (do., Jan. 30)
Taylor v. Millington (M. for dec.)
Musckett v. Musckett (Cause)
Mornington v. Keane (do.)
Todd v. Studholme (do.)
Dewsbury v. Dewsbury (do., Jan. 21)
McLaren v. Baines (Special case)
Freeth v. Freeth (M. for dec.)
Re Holmes v. Holmes } (F. C. & cause)
Holmes v. Holmes } (F. C. & cause)
Smith v. Harrison (M. for dec.)
Smith v. Long (do.)
Moyle v. Rogers (do.)
Cox v. Cox (Cause)
Houchin v. Gallaway (do.)
Manby v. Bewicke (do.)
Cresswell v. Hankins (do.)
Cook v. Hudson (do.)
Lloyd v. Howell (do.)
Douglas v. Lond. & N. W. Ry. Co. (CL)
Violet v. Brookman (M. for dec.)
Smith v. Liddiard (do.)

Willson v. Williams (Cause)
Lonsdale v. Berchtold (2) (F. C.)
Burton v. Powers (special case)
Gardner v. Austin (M. for dec.)
Lyde v. Earl of Yarborough (Cause)
Read v. Larmont (M. for dec.)
Kelsey v. Marchant (Cause)
Harris v. Combe (M. for dec.)
Welby v. Bowyer (do.)
Manby v. Manby (Cause)
Waller v. Holmes (F. C.)
Bulkeley v. Tarrant (do.)
Kennard v. Mousley (Cause)
Kennard v. Westrup (do.)
Timms v. Sweetman (do.)
Cowley v. King (Claim)
Hope v. Potter (special case)
Chatfield v. Berchtold (F. C.)
Carter v. Green (M. for dec.)
Withy v. Crew (F. C.)
Watson v. Murray } (M. for dec.)
Watson v. Sturgis } (Cause)
Sheppard v. Oxenford (Cause P. C.)
Coles v. Courtney (F. C.)
Walders v. Hyams (M. for dec.)
Weston v. Collins (CL)
Petty v. Cockrell (F. C.)
Thompson v. Baxter (CL)
Wyllie v. Murray } (Cause)
Sturgis v. Murray } (Cause)
Mackerell v. Wolff (M. for dec.)
The Marchioness of Londonderry v.
Bramwell (do.)

Queen's Bench.

ENLARGED RULES.

To the First Day of Term.

Robinson & Anr. v. Hunter & Anr.
Hunter & Anr. v. Robinson & Anr.
In the matter of W. H. King.
In the matter of an arbitration
between Rd. T. Deere and Others.
Lewis v. Tomkins.
The Queen v. F. Starr.

To the Eighth Day of Term.

In the matter of Thomas Francis Richards.

To Wednesday, Jan. 28.

The Queen v. Henry Lees, late clerk to Commissioners for Lighting.

NEW TRIALS.

FOR ARGUMENT.

Moved in Trinity Term, 1856.

London. Cooke v. Baynton (not to be taken until case in Crown paper argued).

Michaelmas Term, 1856.

Middlesex. Beattie v. The London, Brighton, and South Coast Railway Co. (appointed for the 2nd day of Term).

London. Bovill v. Keyworth & Anr. (appointed for the 2nd day of Term).

Stafford. Mathews & Anr. v. The Oxford, Worcester, and Wolverhampton Railway Company.

Mathews v. Same.

Monmouth. Brown v. The Newport Dock Co. (part heard).

Essex. Lister v. Leather (appointed for the 2nd day of Term).

Surrey. Stiff v. Smith.

" Brittian v. The London & North Western Railway Co.

" Hadley & Anr. v. Cave.

" Ward v. Lee & Another.

Somerset. Woodland v. Fear.

Bristol. Harris v. Bevan.

York. Badger & Anr. v. The South Yorkshire Railway & River Dunn Co.

Freeman v. Freeman.

Race v. Ward & Others.

Murgatroyd v. Robinson.

" Cass v. Thomson.

" Hall v. Carlton.

Durham. Mayors v. Edmunds.

Liverpool. Firth v. Goodwin.

" Harrison & Another v. Ellis.

Recorder of Manchester. Green v. Saddington.

Tried during Term.

Middlesex. Fisher v. Jordan.

London. Sloper v. Cottrell.

Standing for Judgment.

Liverpool. Gee v. Ward.

London. Humphrey v. Dale and Others.

Ingram v. Barnes.

SPECIAL PAPER.

FOR ARGUMENT.

Dem. Chamberlain v. Willoughby & Another (stands over).

" Pooley v. Harradine.

" Aldham & Another v. Brown.

" Thompson v. Reynolds.

" Morgan v. Gray.

" Poole, execatrix, &c., v. Prew.

" Trafalgar Life Assurance Association v. Beauvoisin.

Co. Ct. Ap. Evans v. Mathias and Another.

Dem. Carleis v. The Earl of Mornington, administrator, &c.

Sp. Case. Brocklehurst & Another v. Love.

Dem. Bold v. Williams.

Sp. Case. Blackwell & Another v. Wheatcroft.

Dem. Davison v. Duncan & Another.

STANDING FOR JUDGMENT.

Martin & Another v. Roe, clerk.

Pemberton, executor, &c., v. Chapman, P.O.

Knowles v. Trafford & Another.

CROWN PAPER.

Saturday, Jan. 17.

Middlesex. Reg. v. The West Middlesex Water Works Co.

Reg. v. St. Giles-in-the-Field.

Nottinghamshire. Reg. v. Thomas Marrs and Others.

Gloucestershire. Reg. v. Westbury-on-Trym.

Common Pleas.

ENLARGED RULES.

To the Fifth Day of Term.

In re Oxalde v. North Eastern Railway Co.

" Ransome & Another v. Eastern Counties Railway Co.

" Harridan and Another v. Same.

Herbert v. Wilson.

O'Brien v. Don.

To the Second Day.

In re Barrett v. Great Northern Railway Co. and Midland Railway Co.

NEW TRIALS.

Moved in Michaelmas Term, 1856.

London. Dobson & Another v. Hudson & Another.

" Loder v. Kekulé.

" Patrick & Another v. Reynolds.

" Tetley v. Easton & Another.

" Smith v. Neale.

" Smith v. Woodfine.

" Cox v. Leach.

" Dousie v. Matthews.

" Moors v. Webb.

" Campbell v. Corley.

" White v. Great Western Railway Co.

" Taylor & Another v. Stray.

" Cockerell v. Ancombe.

SPECIAL PAPER.

Friday, Jan. 16.

Dem. Tobias v. Jarchow.

App. London & N. W. Railway Co., app., Grace, resp.

" Widders, app., Gorton, resp.

Dem. Harlow v. Carpenter.

" Hall v. Conda & Another.

" Hemans v. Dicciotto.

STANDING FOR JUDGMENT.

Sampson v. Hoddinott.

Fraser v. Hutton & Another.

Swinfen v. Swinfen.

Exchequer of Pleas.

Monday,	Jan. 12	Motions and peremptory paper.
Tuesday,	" 13	Peremptory paper, errors, and motions.
Thursday,	" 15	Circuits chosen.
Monday,	" 19	Special paper.
Wednesday,	" 21	Special paper.
Saturday,	" 24	Crown cases.
Monday,	" 26	Special paper.

PEREMPTORY PAPER.

To be called on the first day of the Term after the motions, and to be proceeded with the next day, if necessary, before the motions.

Whaley v. Laing.

Dickin v. Jukes and Another.

Lawford v. Partridge and Another.

In the matter of the arbitration between T. R. Avery & F. L. Laurent.

Heard v. Edey.

NEW TRIALS.

FOR ARGUMENT.

London.	Bovill v. Pimm & Another.
Guilford.	Smith v. Winder.
Gloucester.	Degg Administratrix, &c., v. Midland Railway Company.
Monmouth.	Collis v. Stack.
Winchester.	Tooker v. Smith.
Bedmin.	Martyn v. Williams.
Wells.	Dudden v. Guardians of Clutton Union.
"	Mackey v. Moore.
York.	Freshney & Another v. Carrick & Another.
"	Oxlade v. North-Eastern Railway Company.
Durham.	Davison & Others v. Gent.
Lancaster.	Warburton v. Parke.
"	Allen v. Gibson.
Liverpool.	Pyer v. Carter.
"	Pigot v. Cadman.
"	Hudson v. Rawle.
"	Scott v. Mayor, &c., of Manchester.
"	Crookewit v. Fletcher & Another.
Cambridge.	Gelen v. Hall.
Huntingdon.	Gelen v. Hall.
Warwick.	Brown v. Slatter.
Chester.	Brown v. Foster.
Middlesex.	Shuttlebottom v. Allday.
"	Thomas v. Packer.
"	Nelson v. Ashwin.
"	Owen v. Brandum.
London.	Mathew v. Blackmore.

FOR JUDGMENT.

Middlesex.	Howard v. Palmer.
London.	Kemp & Another v. Covington & Another.
"	Marriage v. Eastern Counties & London & Blackwall Railway Company.

SPECIAL PAPER.

FOR ARGUMENT.

Sp. Case.	Doe d Hughes & Others v. Probert.
Dem.	Dennison v. Holiday & Others.
Dem.	Rogers v. Taylor.
Sp. Case.	Rogers v. Williams.
Sp. Case.	Morgan v. The Corporation of Birmingham.
Dem.	Brewer v. Dimmick & Another.
Sp. Case.	The Guardians of the Wycombe Union v. The Guardians of the Eton Union.
Dem.	Allan Administratrix, &c., v. Dunn.
"	Caryon v. Lovering & Others.
"	Pedell v. Gwyn.
Sp. Case.	Macnaught & Another v. Russell.
Appeal.	Sharp v. Gibbs & Others.
Appeal.	Levick v. Carlisle & Another, Trustees, &c.
Dem.	Churchward v. Foss.
"	Degg, Administratrix, &c., v. The Midland Railway Company.
"	Lytton & Stanbridge, Town Clerk, &c.
"	Stans v. Day.
"	Ellis v. The London & South-Western Railway Company.
"	Kirk & Another v. Gibbs & Others.
"	Knight & Another v. The Gravesend & Milton Water Works Company.
Appeal.	Clark v. Thomas.
Sp. Case.	Turner & Another v. Jones.

FOR JUDGMENT.

Sp. Case.	Oldershaw & Another, Executrix & Executor v. King.
"	Pochin v. Duncombe.
"	Barber v. Jessopp, clerk.

Births, Marriages, and Deaths.

PROFESSIONAL LIST.

BIRTHS.

HOOPER—On Jan. 4, the wife of Thomas J. Hooper, solicitor, Biggleswade, Beds, of a daughter.

MARRIAGES.

ARRINDELL—ROSS—On Dec. 2, at the Cathedral, George-town, Demerara, by the Right Rev. the Lord Bishop of the Diocese, the Rev. Richard Legge, Webber, M.A., Chaplain to the Bishop, to Henrietta Porter, younger daughter of John Ross, Esq., late of the Island of St. Croix, M.D., deceased, and granddaughter of his Honour William Arrindell, of Lincoln's-inn, barrister-at-law, Chief Justice of British Guiana.

DOWSE—SHEPPARD—On Jan. 6, at the Church of the Holy Trinity, Piccadilly, by the Rev. C. F. Secretan, incumbent, assisted by the Rev. H. Hampton, Incumbent of St. Luke's, Camden-road, James Hallett, eldest son of Wm. Sheppard, Esq., Egremont Cheshire, to Britannia Catherine, youngest daughter of W. H. Dowse, Esq., barrister-at-law.

FOULKES—DARNELL—On Dec. 27, at the parish church of Speidhurst, Kent, by the Rev. D. Darnell, vicar of Welton, near Daventry, uncle of the bride, assisted by the Rev. J. J. Saint, rector of Speidhurst, Francis Foulkes, Esq., barrister-at-law of the Middle Temple, London, son of the late Edward Foulkes, Esq., of Manchester, to Jane Martha, eldest daughter of the Rev. James Darnell, of Rusthall, Tunbridge-wells.

MORRIS—SEARBY—On Jan. 6, at Bradford, Yorks, by the Rev. J. Cooper, assisted by the Rev. J. Burnett, LL.D., Mr. Wright Searby, of Norwich, to Frances Ann, daughter of the late Rev. Wm. Robinson, M.A., Incumbent of Langville, Lincolnshire, and niece to John Morris, Esq., solicitor, of Bradford.

SPARROWE—SNELL—On Jan. 1, at Poslingford, in the county of Suffolk, by the Rev. W. L. Suttaby, vicar, John E. Sparrowe, Esq., of Ipswich, coroner for the county, to Frances, youngest surviving sister of John Snell, Esq., of Wentford House, Poslingford.

DEATHS.

JOHNSON, JOHN, Esq., barrister-at-law, at his residence in Kentish-town, on Dec. 30, aged 59.

KEKEWICH, GEORGE GRANTVILLE, Esq., Judge of the County Courts of Cornwall, at Summerlands, Exeter, on Jan. 7, aged 55.

LYS, CAROLINE BRUCE, second daughter of the late Thomas Lys, Esq., solicitor, at Horbury-terrace, Notting-hill, on Jan. 4, aged 68.

PRESSLY, ANNE, the wife of Charles Pressly, Esq., Chairman of the Board of Inland Revenue, Somerset House, after a short illness, at Surbiton-hill, Kingston, Surrey, on Jan. 7.

Lectures and Meetings of Societies.

GRESHAM LECTURES.—HILARY TERM, 1857.

The Lectures founded by Sir Thomas Gresham will be read to the public, gratis, during this term, in the Theatre of Gresham College, Basinghall-street, in the following order :

In Latin at 12 o'clock at noon, and in English at 1 o'clock in the afternoon; except that there is no music lecture in Latin, and that the geometry and the music lectures in English are delivered at 7 o'clock in the evening.

ASTRONOMY.—Rev. Joseph Pullen, M.A., Monday, Jan. 12, Tuesday, 13th, Wednesday, 14th.

PHYSIC.—H. H. Southey, M.D., F.R.S., Thursday, Jan. 15, Friday, 16th, Saturday, 17th.

Divinity.—Rev. H. J. Parker, M.A., Monday, Jan. 19, Tuesday, 20th, Wednesday, 21st.

LAW.—William Palmer, Esq., M.A., Thursday, Jan. 22, Friday, 23rd.

RHETORIC.—Rev. Edward Owen, M.A., Saturday, Jan. 24, Monday, 26th.

GEOMETRY.—Rev. Morgan Cowie, M.A., Tuesday, Jan. 27, Wednesday, 28th.

MUSIC.—Edward Taylor, Esq., Thursday, Jan. 29, Friday, 30th.

Mercer's Hall, Jan. 5, 1857. H. E. BARNES, Clerk.

ROYAL INSTITUTION OF GREAT BRITAIN, ALBEMARLE STREET.

The Weekly Evening Meetings of the Members of the Royal Institution will commence for the season on Friday, the 23rd of Jan., 1857, at half-past eight o'clock, and will be continued on each succeeding Friday evening, at the same hour, until further notice.

Arrangement of the Lectures before Easter:—

Twelve Lectures on Physiology and Comparative Anatomy, viz.: Eight Lectures on Sensation and Motion, and Four Lectures on the Principles of Natural History, by Thomas Henry Huxley, Esq., F.R.S., Fullerian Professor of Physiology, R.I. To commence on Tuesday, Jan. 20, 1857, at 3 o'clock, to be continued on each succeeding Tuesday, at the same hour.

Eleven Lectures on Sound, by John Tyndall, Esq., F.R.S., Professor of Natural Philosophy, R.I. To commence on Thursday, Jan. 22, 1857, at 3 o'clock, and to be continued on each succeeding Thursday, at the same hour.

Ten Lectures on Leading Questions in Geology, by John Phillips, Esq., F.R.S. To commence on Saturday, Jan. 24, 1857, at 3 o'clock, and to be continued on each succeeding Saturday, at the same hour.

Subscribers to the lectures are admitted on payment of two guineas for the season, or one guinea for a single course. A syllabus may be obtained at the Royal Institution.

Jan. 5. JOHN BARLOW, M.A., V.P., and Sec. R.I.

ROYAL SOCIETY OF LITERATURE.

ORDINARY MEETINGS IN THE SESSION 1856-57.

Wednesday, Jan.	7, at 8½ o'clock.	Wednesday April	1, at 8½ o'clock.
" 21, at 4½ "	"	May	6, at 4½ "
Feb. 4, at 8½ "	"	20, at 8½ "	"
" 18, at 8½ "	"	June	10, at 4½ "
March 4, at 8½ "	"	"	24, at 8½ "
" 18, at 8½ "	"	"	"

GENERAL ANNIVERSARY MEETING,

Wednesday, April 22, at 3 o'clock.

Unclaimed Stock in the Bank of England.

The Amounts of Stocks will be transferred to the under-mentioned Parties unless Claimants appear within Three Months

BAMFORD, FANNY, and ELIZA BAMFORD, survivors, £1 4s. 4d. Long Annuites, heretofore standing in the names of Anna Proctor Bamford, deceased, Fanny Bamford, and Eliza Bamford of Essenden, Herts, spinster.

BLATHWELL, EMILIA, widow, £6 12s. 10d. Long Annuites, heretofore standing in the names of St. Luke's, Camden-road, James Hallett, eldest son of Wm. Sheppard, Esq., Egremont Cheshire, to Britannia Catherine,

youngest daughter of W. H. Dowse, Esq., barrister-at-law.

BOUCHER, JAMES, £173 1s. 10d. New 3 per Centa, heretofore standing in the name of Jas. Boucher, Durham College, Esq.

BROCK, SARAH, £100, New 3 per Cents, heretofore standing in name of Sarah Brock, of Farnham, Hants, spinster.
 CAMPBELL, ELIZABETH, admx., £372 15s. 2d. New 3 per Cents, heretofore standing in name of Annabella Campbell, of the Khu near Tarbert, Argyllshire.
 CHAMBERLIN, JOHN, and HENRY BILLITER, execs., £60 New 3 per Cents, heretofore standing in name of Geo. Godfrey, of Bond-street, shoemaker.
 FIELD, CATHERINE (formerly Seguin) and JOHN FIELD, £50 New 3 per Cents, heretofore standing in name of Catherine Seguin, of John-place, Walworth-common, widow, now wife of John Field, of the same place, gentleman.
 HAMBER, THOMAS, £35 3 per cent. Consols, heretofore standing in name of Thos. Hamber, of Barnsbury-park, Islington, Esq.

Dept of Fin.

NICHOLLS, JACOB, deceased, late of 8, Campden-place, Kensington-gravel-pits, next-of-kin are requested to make application to the Stewards of the Commercial Friends' Society, Bull and Mouth, 31, Hart-street, Bloomsbury, on the 26th of January 1857, from 8 till 10 o'clock in the evening.

General Weekly Obituary.

ALLNATT, SURTEES COLBOENE, infant son of Dr. and Mrs. R. H. Allnatt, at Pensarn, Denbighshire, on Dec. 31.
 ANDREWES, FEANCES, widow of the late James Andrewes, Esq., Russell-street, Reading, on Jan. 3, aged 75.
 ARCHDALL, COL., at Castle Archdale, country of Fermanagh, on Jan. 1, in his 89th year.
 ATKINSON, FRAS. Esq., of Lansdown Cottage, Lewes, and formerly of Hither-green, Lewisham, Kent, on Jan. 3, in his 80th year.
 BACCHUS, WILLIAM, Esq., at Westbourne-road, Edgbaston, near Birmingham, on Jan. 6, aged 45.
 BARNEBY, WILLIAM, Esq., at his residence, Clater-park, near Bromyard, on Jan. 5, aged 55.
 BARNEYS, ELLEN, wife of Alfred Barnes, Esq., at Green Bank, Farnworth, on Jan. 5, in her 28th year.
 BARRY, JAMES HUGH SMITH, Esq., at Marbury-hall, Northwich, on Dec. 31, aged 41.
 BARTHOLOMEW, ANN, relict of the late Wm. Bartholomew, Esq., at Durham-place, Hackney-road, on Jan. 5, in her 77th year.
 BECKET, MISS LOUISA, daughter of the late John Becket, Esq., at Henfield, Sussex, on Jan. 4.
 BIRD, JAMES, Esq., late Chief Factor of the Hon. Hudson's Bay Company, at Red River Settlement, on Oct. 18, in his 83rd year.
 BOYS, THOMAS, Upper Clifton-street, Finsbury, on Jan. 1, in his 50th year.
 BRAMWELL, JAMES, Esq., late of Royal Exchange-buildings, London, and nephew of the late Alderman Thompson, at Bedewley House, Tregarde Iron Works, South Wales, on Jan. 7, aged 35.
 BRANDE, MARY ANN CHARLOTTE, relict of the late G. W. Brande, Esq., of Her Majesty's Treasury, at Rockstone-place, Southampton, on Jan. 1, in her 67th year.
 BRIDGE, SARAH JOHNSON, widow of the late John Gawler Bridge, Esq., at Manor-house, Piddletrenthide, Dorset, on Dec. 30, aged 67.
 BROWN, CHARLOTTE JANE, relict of the late Mr. George Brown, 19 Arbour-terrace, Commercial-road-east, on Dec. 31, in her 68th year.
 BROWN, MR. H. R., formerly of Edinburgh, in the New-road, on Jan. 2, aged 81.
 BRUFORD, THOMAS, Esq., at his residence, Grove-place, Brixton, on Jan. 4, in his 86th year.
 BUCKMASTER, SARAH SELBY, relict of the late Mr. John Buckmaster, formerly of Old Bond-street, and mother of the late William Buckmaster, of New Burlington-street, at Hampton-wick, on Jan. 3, in her 85th year.
 BURMESTER, MARY, widow of the late Staff-surgeon Burmester, at 19 Rivers-street, Bath, on Dec. 29.
 BURRELL, SALMON, Esq., at Acton, Middlesex, on Jan. 7, aged 81.
 BUTTON, MR. WILLIAM, of 42 Goodge-street, on Dec. 30, aged 68.
 CAPRON, ETHEL MAUDE MARY, the eldest and beloved child of T. W. Capron, Esq., at Worthing, on Jan. 6, in her 13th year.
 CATCHESIDE, MARY STANLEY, wife of Mr. Thomas Catcheside, at New-castle-upon-Tyne, on Dec. 27, aged 34.
 CLOSE, LIEUT.-COL., late of the 4th Madras Native Cavalry, at Montagu-square, on Jan. 5, in his 71st year.
 COLES, MARY, the wife of James B. Coles, Esq., at Castle-park House, Exmouth, on Jan. 3, aged 71.
 COLINSON, JOHN, Esq., of Belftoft, Lincolnshire, at 21 Somerset-street, Portman-square, on Jan. 7.
 COMPTON, MARY GERALDINE, wife of Capt. D'Oyley Trevor Compton, 29th Regt. Bombay Native Infantry, on Malabar-hill, Bombay, on Nov. 29, aged 25.
 COOKE, ELIZABETH, relict of the late Decimus Cooke, gent., and last surviving niece of the Hon. Mrs. Richard Byron and the Rev. Richard Farmer, D.D., at Belgrave, Leicester, on Jan. 3, in her 85th year.
 COOPER, MR. JOHN, at 36 Devonshire-street, Queen-square, on Jan. 6, aged 71.
 COSTOBADIE, MRS. ANNE, widow of the Rev. Jacob Costobadie, late rector of Wensley, Yorkshire, at Acomb, near York, on Dec. 30, aged 83.
 CRIVELLI, DOMENICO FRANCESCO MARIA, at 71 Upper Norton-street, on Dec. 31, aged 61.
 CROASDALE, EDWARD, M.D., at Boulogne-sur-Mer, on Dec. 31, in his 77th year.
 CURTIS, ROGER, Commander R.N., eldest son of Admiral Sir Lucius, Curtis Bart., C.B., on Dec. 30, aged 44.
 DOBSON, JOHN, Esq., 9 Westbourne-park- crescent, Harrow-road, formerly of Thorpe Villa, Almondbury, near Huddersfield, Jan. 3, aged 76.
 DONOGHMORE, THE DOWAGER COUNTESS OF, at Chiavari, near Genoa, on Dec. 11.
 DORRELL, C., in London, late of Earls-croom, Worcestershire, on Jan. 1, aged 37.
 DOWNS, MRS. ROBERT PRICE, daughter of the late John Sidney, Esq., of Yalding, Kent, at Northumberland-place, Bayswater, on Jan. 7, in her 70th year.
 DRIVER, THOS., Esq., M.D., H.E.I. Co.'s Service, at No. 75 Sanchiehall-street, Glasgow, on Jan. 1.
 DURHAM, SARAH ELLEN, only daughter of Edward Durham, Esq., of Northampton, on Jan. 1, aged 11.
 EDWARDS, ANNE, relict of the late Samuel Edwards, Esq., at Uppingham, formerly of Spalding, Lincolnshire, on Jan. 2.
 EDWARDS, MRS. ISABELLA, at the residence of the Misses Farks, Sydenham, on Dec. 31, in her 79th year.
 ELMORE, ANNE, wife of John Elmore, Esq., of Oxenden-farm, Harrow, Middlesex, on Jan. 2.
 FINLAY, CAPTAIN, at St. Albans's Villa, Victoria-road, Kensington, on Jan. 3, aged 77.
 FUZ-ROU, EDITH, at No. 2 Cumberland-street, on Jan. 7, aged 15.
 FOREMAN, HENRY, Esq., of 3 South-street, Brompton, at Stratford-Toney, Salisbury, on Jan. 1.
 FORSAYTH, ROBERT, son of Giffard Forsayth, Esq., and daughter of Col. D'AGUILAR, of H.E.I. Co.'s Bengal Army, at 43 Eastbourne-terrace, Hyde-park, on Dec. 31.
 FRANCIS, WILLIAM, younger son of William Francis, Esq., of Brynderwen, Bangor, North Wales, at Alexandria, on Dec. 18.
 FRITH, ELIZABETH, at 4 Downham-villas, Kingsland, on Jan. 3, aged 81.
 GARDINER, FRANCES ELIZABETH, eldest daughter of the late Sir Jas. W. S. Gardiner, Bt., of Roxbury-court, Hants, at Wardington House, Oxon, on Jan. 1.
 GATTSKEWELL, JOHN, Esq., at Bermondsey, on Jan. 5.
 GINGER, MR. JAMES, at West Bedfont, Stanwell, Middlesex, on Dec. 31, in his 50th year.
 GILBERT, THOMAS WILLIAM, the infant son of Henry Gilbert, Esq., at 17 Upper Phillimore-place, Kensington, on Jan. 1.
 GLYN, ROBERT SPENCER, Esq., youngest son of the late Colonel Glyn, of Duttoning House, Essex, at Brunswick-square, on Jan. 3.
 GODFREY, MARY, widow of Lieut. George Robert Godfrey, at Hackney, on Dec. 28.
 GRIFFITH, MARY MARGARET SUSANNAH, relict of Mr. John Griffith, of Ease Dulwich and Southwark, at Rye-lane, Peckham, on Jan. 1, in her 71st year.
 GRIFFITHS, Colonel HUGH, H.E.I.C.S., at Burley Lodge, East Woodhay, on Dec. 31, in his 76th year.
 GRITTON, JOHN, Esq., late of the Bank of England, at 47 Westmoreland-place, on Jan. 4, in his 65th year.
 GYLL, MARY, the beloved wife of Capt. Thomas Gyll, R.N., of Grove Lodge, Putney-road, Bath, on Jan. 5, aged 61.
 HAILES, MR. WILLIAM, of Merton, Surrey, late of Newgate-market, on Jan. 7. Aged 84.
 HALE, ARTHUR CHARLES AUGUSTUS, the beloved child of Dr. Hale, at Putney-heath, after a few days suffering, on Jan. 4.
 HALL, ELIZABETH SOPHIA, the beloved wife of Richard Hall, Esq., and eldest daughter of the late John Woodburn, of Hendon, Middlesex, Esq., at 62 Gloucester-terrace, Hyde-park, on Nov. 27.
 HALL, MARY JOHN, Esq., Commander R.N., second and last surviving son of the late William Hall, D.D., at 3 Blackheath-terrace, on Jan. 4.
 HARDING, MR. JAMES, 4 Marquis Villas, Camourbury, on Dec. 30, aged 43.
 HILLIARD, CHARLES BATTEN, H.B.M.'s Consul for Siam, late for many years Chief Magistrate of Hong Kong, at Bangkok, Siam, on Oct. 18, aged 36.
 HINDLE, MARY ANN, relict of the late John Hindle, Esq., at Nelson Lodge, Stoke Newton, Middlesex, on Jan. 4, aged 46.
 HOLLAND, REV. RICHARD, rector of Hittisleigh, and 55 years vicar of Spreyton, at Spreyton, Devon, on Dec. 30, aged 82.
 HOLLICK, MR. RICHARD, sen., at Fillongley, Warwickshire, on Dec. 31, in his 83rd year.
 HOLLYER, MR. WILLIAM J., of the New Steine Hotel, at Brighton, on Jan. 1, aged 35.
 HOLST, JOHN, Esq., of Stubbly-lee, and of Beaumont-street, Oxford, in the Commission of the Peace for the county of Lancaster and the West Riding of Yorkshire, on Dec. 26, in his 53rd year.
 HUNTER, ANDREW, Esq., of Bonnytown, Ayrshire, at Greenburn, Helensburgh, N.B., on Dec. 30.
 HOWARD, MARY, wife of Mr. Joseph Howard, of Cottage-place, Blackheath-hill, on Dec. 31.
 HOWELLIS, REV. JOHN, Vicar of Trinity Parish, Coventry, at the Vicarage, on Dec. 31, aged 73.
 INNES, JOHN POWER FREDERICK, only son of A. W. Innes, Esq., at the residence of his grandfather, John Power, Esq., Spring-grove, Hounslow, on Jan. 6, aged 5.
 IRISH, MR. SAMUEL PATTEN, the elder, late of 156, Fenchurch-street, on Jan. 3, in his 76th year.
 JOHNSON, ELIZA, daughter of the late Rev. John Gillespie, minister of Kells, New Galloway, and wife of Wm. Johnson, Esq., many years in the Hon. E. I. Company's Home Service, at Upper-terrace, Putney, on Jan. 6, aged 82.
 JOHNSON, JOHN, Barrister-at-Law, Kentish-town, on Dec. 30, aged 59.
 JOLLANDS, MRS., the wife of William Jollands, Esq., of Buxshalls, Lindfield, Sussex, on Jan. 7, aged 28.
 KEKEWICH, GEORGE GRAVILLE, Esq., Judge of the County Courts of Cornwall, at Summerlands, Exeter, on Dec. 7, aged 55.
 KERR, ALFRED, Esq., 5th son of the late Lieut.-Gen. James Kerr, at North-bank, Regent's-park, on Jan. 2.
 LANCASTER, MRS. ROBERT, at No. 9, Sydney-terrace, Clapham-road, on Jan. 2, in her 70th year.
 LANE, EVA FRANCES, the infant daughter of J. Bruce, Lane, Esq., Bengal Civil Service, Wrotham Rectory, on Dec. 30.
 LOCKWOOD, ELIZABETH, wife of Mr. George Lockwood, at Buckland, near Portsea, on Dec. 30, aged 63.
 LONGBOTTON, JOSEPH, Esq., on Dec. 30, in his 95th year.
 LOVELAND, CHARLOTTE, fifth daughter of the late Thomas Loveland, Esq., at 24 Park-place-west, Islington, on Jan. 2.
 LYS, CAROLINE BRUCE, second daughter of the late Thomas Lys, Esq., solicitor, at Horbury-terrace, Notting-hill, on Jan. 4, aged 68.
 MARTINDALE, MRS., after a long and painful illness, at Derwent Villa, Camden-road, Holloway, on Jan. 5, in her 58th year.
 MILFORD, RICHARD, Lord, at Picton Castle, on Jan. 3.
 MILLER, INGLEB. THOMAS, 19 Upper Bedford-place, Russell-square, on Dec. 30, aged 69.
 MILLER, SARAH ANNE, daughter of the late Sir Thomas Miller, Bart., of Foyles-place, Hants, at Anstey Manor-house, near Alton.

MONRO, WILLIAM, Esq., of Elgin, Scotland, many years engineer to the Phoenix Gas Company, in London, at Lee, on Jan. 7, in his 68th year.

MORRIS, JAMES BASIL, infant son of Wm. Morris, Esq., Lower-green, Mitcham, on Jan. 6.

MUNN, ALBERT HAWKSWORTH, third son of the late Henry Munn, Esq., at 7 Duncan-place, Islington, on Jan. 1, aged 22.

MYERS, ANNE, the wife of William Myers, Esq., at No. 13 Doddington-grove, Kennington, on Jan. 6.

NUNN, KATE GUERNSEY, the youngest child of Martin Nunn, of Regent-street, at Haverstock-hill, on Dec. 30.

OFFOR, WILLIAM, infant son of Mr. George Offor, jun., at Peak-hill-villa, Sydenham, on Jan. 3, aged 11 months.

OLIVER, GEORGE OCTAVIUS, youngest son of Thomas Oliver, Esq., of Child Okeford, Blandford, Dorset, at Gosport, on Jan. 3, in his 14th year.

OLEEBAR, ELIZA HANNAH, wife of A. B. Oleebar, Esq., and youngest daughter of the late Richard Oleebar, Esq., of Hinckley-house, Bedfordshire, at Gardiner, near Melbourne, on Jan. 5, aged 26.

PAYNE, MARGARET JANE, wife of the Rev. B. C. Payne, at Walsham-le-Wolds, on Jan. 5, aged 26.

PAYNE, THOMAS ALDAM, at Loxley-house, Yorkshire, on Jan. 4, in his 70th year.

PHILLIPS, MR. JOHN, at his residence, Southampton-buildings, Chancery-lane, on Jan. 4, aged 63.

PILL, MR. JAMES WILLIAM, at the White Hart Hotel, Windsor, on Jan. 1, aged 61.

POULTON, ELIZABETH, wife of Mr. John Poulton, of the Inland Revenue Department, Tower-hill, London, at 12 Arundel-terrace, Kingsland, on Dec. 30.

M'DONELL, CHARLOTTE, wife of Major George Gordon M'Donell, 27th Regiment Madras N.L., and second surviving daughter of the late Rev. Joseph Hallett Batten, D.D., of Haileybury, Herts, on Nov. 19.

MALING, ANNA ELIZA CONSTANCE, the infant daughter of Lieut.-Colonel C. S. Maling, Bengal Army, at 2 Orme-square, Bayswater, on Dec. 31, aged 2 months 12 days.

MANNING, REV. WILLIAM, 46 years Rector of Diss, and 52 years Rector of Weeting, in the same county, and formerly Head and Tutor of Caius College, Cambridge, on Jan. 3, in his 86th year.

MARINER, ROBERT, second surviving son of the late William Mariner, Esq., on Dec. 30, aged 31.

MARTYN, ISABELLA MARY, eldest daughter of Mr. Thomas Martyn, of Urn House, Upton, Essex, at the residence of her uncle, E. Lendon, Esq., Maidstone, on Jan. 3.

MATHER, SARAH, widow of Thos. Mather, Esq., at St. Leonard's-on-Sea, on Dec. 31, in her 82nd year.

MAUGHAM, WM., Esq., at Ponteland, Northumberland, on Dec. 31, aged 79.

MENZIES, CAROLINE, relict of Rev. John Menzies, of Wyke Regis, at Southampton, on Dec. 31, aged 49.

MIDDLEMASS, R. HUME, Esq., of 4 St. Andrew's-place, Regent's-park, London, on Jan. 3.

PEAKE, ELIZABETH, relict of the late William Peake, at her residence, 21 London-road, Southwark, on Jan. 3, aged 68.

POPE, MARIAN SUSAN, eldest daughter of the late Archdeacon Pope, at St. Catherine's-hill, Guildford, on Jan. 5, aged 27.

PRESSLY, ANN, wife of C. Pressly, Esq., Chairman of Board of Inland Revenue, at Surbiton-hill, Kingston, on Jan. 2.

PURDAY, CHARLOTTE, Miss, at 45 High Holborn, on Jan. 1, aged 56.

QUINIAN, ELEANOR, youngest daughter of William Quinian, Esq., at the residence of her father, Clarendon-square, on Jan. 5.

RADFORD, JAHN, Esq., C.E., Resident Director of the Eastern Archipelago Company's works in Labuan and Borneo, at Labuan, on Oct. 16, in his 44th year.

RANDALL, JOHN, MAYOR, Esq., of Farnham, Surrey, on Dec. 31, aged 70.

RAY, LUCY LANGFORD, second daughter of Edmund Barker Ray, Esq., of Prince's-gate, at Brighton, Dec. 30, aged 16.

REYNOLDS, JUNE, wife of Rev. J. J. Reynolds, incumbent of Bedford Chapel, Exeter, at 13 Clifton-place, Exeter, on Dec. 3.

RICH, CHARLES HENRY, the infant son of Charles H. J. Rich, Esq., at 12 Nottingham-place, Regent's-park, on Jan. 6, aged 16 days.

RIVETT, ELIZABETH, the eldest daughter of the late Mr. Wm. Rivett, of Cossington, Finchley, on Jan. 6, aged 54.

ROWLEY, WILLIAM RICHARD, son of Francis Rowley, of Hythe, Kent, at 2 Colney-hatch-park, on Dec. 31, aged 22.

SHAW, ARTHUR WILLIAM, the infant son of Vernon Shaw, Esq., at 5 Chepstow Villas, Bayswater, on Jan. 8.

STERRY, JOSEPH, formerly of High-street, Southwark, at Hertford, on Jan. 1, in his 80th year.

STEVENS, EDWIN, third son of Charles Stevens, Esq., at Peckham, Surrey, on the 3rd inst., in his 10th year.

STRUTHERS, WILLIAM, Esq., at 5 Whitehead's-grove, Chelsea, on Jan. 8, in his 87th year.

SUMMERFIELD, THOMAS, Esq., of the Spring-hill Glass-works, Birmingham, in London, on the 28th ult., aged 53.

TAYLOR, SHEPHERD THOMAS, Esq., at Dilham, on Dec. 31, in his 81st year.

THOMPSON, FRANCES, wife of Robert Thompson, Esq., at Stockton-upon-Tees, on Jan. 1, aged 60, deeply lamented.

THURSTON, SARAH, relict of the late John Thurston, Esq., at Norfolk-house, Streatham, on Jan. 1, in her 85th year.

TIMEWELL, SARAH, wife of Mr. John Timewell, of 24 Duke-street, St. James's, on Dec. 31, aged 57 years.

TOMLIN, SACKETT ARTHUR, eldest son of Sackett Tomlin, Esq., at No. 8 Sussex-gardens, Hyde-park, on Jan. 3, aged 9 years.

TOMLINE, EMILY GEORGINA, only daughter of George Tomline and Harriett Gordon, at Retford, Notts, on Dec. 31, in her 4th year.

TRAFFORD, THOMAS SAMUEL, Major-General, at Pias Hoel, Carmarthenshire, on Jan. 6.

URE, ANDREW, Esq., M.D., F.R.S., at 18 Upper Seymour-street, Portman-square, on Jan. 2.

VENN, EDWARD BEAUMONT, Esq., Deputy-Lieutenant for the county of Suffolk, at Freston-lodge, near Ipswich, on Jan. 4, aged 76.

VERNEY, ELIZA, wife of Sir Harry Verney, Bart., at Clayton-house, Bucks, on the 2nd inst.

VENTRIS, JANE, widow of Rev. James Ventris, Vicar of Beeding, Sussex, at Chawton, Hants, on Dec. 31, aged 85.

WALLS, REV. J., at his residence, Boothby-hall, near Spilsby, on Jan. 1, aged 78.

WARNER, EDWARD LEE, Esq., I.E.L.C.S., in Albemarle-street, on Jan. 2, aged 68.

WHITE, HARRIET, widow of the late Rev. Thomas White, M.A., rector of Epperstone, Notts, on Jan. 21, aged 73 years.

WIBLIN, WILLIAM, Esq., late surgeon of Strood, Kent (brother of John Wiblin, Esq., F.R.C.S.), at Alfred-street, Bedford-square, on Dec. 31, in his 41st year.

WILKINSON, CATHERINE, of Potterton-house, near Aberford, Yorkshire, on Dec. 28.

WILKINSON, THOMAS, Esq., formerly of the firm of Sikes, Snaith & Co., of Mansion-house-street, London, bankers, at Ely-lodge, Gravesend, on Dec. 31, aged 69.

WILLIAMS, MR. ROBERT ROBERTS, of 28 Basinghall-street, on Jan. 2, aged 64.

WILSHIRE, MR. JAMES THEODORE, of Beytrot, at Marseilles, on Dec. 16, aged 27.

WILMOT, ELEANOR ANN, fourth daughter of the late Mr. John Wilmot, of Isleworth, surviving her father only 30 days, on Jan. 3, in her 15th year.

WIMBUSH, ANN, the beloved wife of Samuel Wimbush, Esq., at Finchley, on Jan. 4.

WITNEY, MR. JOHN, sen., at his residence, 47 Munster-street, Regent's-park, on Jan. 3, aged 78.

WRIGHT, GRAHAM, second son of William Wright, Esq., of Eyston Hall, Sudbury, Suffolk, at Leighlands, Tasmania, on Sept. 19, in his 23rd year.

WYATT, SUNDAY AUGUSTUS, the only son of Augustus Henry Wyatt, Esq., at Sandy-mount, county Dublin, on Dec. 4, in his 2nd year.

YEOMAN, MRS. MARIANNE, youngest daughter of the late Thomas Morgan, Esq., of Sudbury, Suffolk, on Jan. 4, in her 39th year.

YOUNGMAN, AMELIA, relict of Mr. Philip Youngman, formerly of Witham, at Maldon, Essex, at the house of her son, on Dec. 30, aged 76.

YOUNG, JOHN, Esq., at his residence, Surbiton, Surrey, on Jan. 1, aged 75.

Money Market.

CITY, FRIDAY EVENING.

The English Funds have manifested little variation during the week, and at the close of this day are about $\frac{1}{8}$ below the price of this day week. The most important Foreign Securities, namely, French 3 per Cents., Russian 4 $\frac{1}{2}$ per Cents., Sardinian 5 per Cents., Turkish 6 per Cents., and Turkish 4 per Cents., guaranteed, have continued steady, being now generally a shade lower than last week.

The Bank Directors have this day notified their willingness to make advances on Consols now open, at 6 $\frac{1}{2}$ per Cent., the Bank rate of discount being 6 per Cent.

At Constantinople the Government has conceded to English capitalists the establishment of the Imperial National Bank of Turkey, and arrangements have been definitively made.

The movement in favour of immediate repeal or large reduction of the Property Tax, which has been strongly supported in the provinces is more feebly advocated in the City of London. City men are mindful of the outstanding charges of the late war, and that, without this tax in its full amount for another year, the expected addition to our permanent debt must be increased largely.

Since the payments incidental to the 4th January, money has become rather more easy in the discount market. There is an increasing feeling that the investigation by Parliament into the operation of the Bank Restriction Act will not produce any change in principle, nor any material change in details. The weekly account of the Bank of England will be found below.

The Stock of Grain at some of the outports has largely accumulated. There has been very little variation since last week in the price of Corn, either in London or the country. The prices of other prime necessities are well maintained. Reports from the manufacturing districts are favourable, with steady demand and extensive orders.

The payment to the public of the January dividends at the Bank, and of the life annuities at the National Debt Office, commenced on Thursday.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bank Stock	218	218 16 $\frac{1}{2}$	217	216 $\frac{1}{2}$	216 $\frac{1}{2}$ 18	218
3 per Cent. Red. Ann.	94 $\frac{1}{2}$	94 $\frac{1}{2}$ 4 $\frac{1}{2}$	94 $\frac{1}{2}$ 2 $\frac{1}{2}$	94 $\frac{1}{2}$ 4 $\frac{1}{2}$	94 $\frac{1}{2}$	94 $\frac{1}{2}$
3 per Cent. Cons. Ann.	93 $\frac{1}{2}$	93 $\frac{1}{2}$ 4 $\frac{1}{2}$	94 $\frac{1}{2}$	94 $\frac{1}{2}$	94 $\frac{1}{2}$	94 $\frac{1}{2}$
Consols for Account	94 $\frac{1}{2}$ 4	94 $\frac{1}{2}$ 3 $\frac{1}{2}$	94$\frac{1}{2}$ 3$\frac{1}{2}$	94$\frac{1}{2}$ 3$\frac{1}{2}$	94$\frac{1}{2}$ 3$\frac{1}{2}$	94$\frac{1}{2}$ 3$\frac{1}{2}$
New 3 per Cent. Ann.	94 $\frac{1}{2}$ 4	94 $\frac{1}{2}$ 3 $\frac{1}{2}$	94$\frac{1}{2}$ 3$\frac{1}{2}$	94$\frac{1}{2}$ 3$\frac{1}{2}$	94$\frac{1}{2}$ 3$\frac{1}{2}$	94$\frac{1}{2}$ 3$\frac{1}{2}$
Onnum						
34 per Cent. Annuities ...						
Long Annuities (exp. Jan. 5, 1860)			2 $\frac{1}{2}$		2	15-16
Do. 30 yrs. (exp. Oct. 10, 1859)						2 $\frac{1}{2}$
Do. 30 yrs. (exp. Jan. 5, 1860)						2 9-16
Do. 30 yrs. (exp. April 5, 1885)	18				18	18 1-16
India Stock		225 $\frac{1}{2}$			219 $\frac{1}{2}$	
India Bonds (£1,000)		2s. pm.				
Do. (under £1,000)	2 d.	3s. pm.	par.	4s. pm.	par	
Exch. Bills (£1,000)	4s. pm.	2s. pm.	3s. pm.	4s. pm.	3s. pm.	
Exch. Bills (£500)	3s. pm.	4s. pm.	6s. pm.	4s. pm.	5s. pm.	
Exch. Bills (Small)	4s. pm.	2s. pm.	6s. pm.	6s. pm.	5s. pm.	
Exch. Bonds, 1858, 3 $\frac{1}{2}$ per Cent.						99
Exch. Bonds, 1859, 3 $\frac{1}{2}$ per Cent.			99	99		

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter ...	93	93 $\frac{1}{2}$ 3 $\frac{1}{2}$	93 $\frac{1}{2}$ 3 $\frac{1}{2}$	93 $\frac{1}{2}$ 3 $\frac{1}{2}$	93 $\frac{1}{2}$	93
Caledonian ...	62 $\frac{1}{2}$	52 $\frac{1}{2}$ 3 $\frac{1}{2}$	63 $\frac{1}{2}$ 3 $\frac{1}{2}$	62 $\frac{1}{2}$ 3 $\frac{1}{2}$	62 $\frac{1}{2}$	62 $\frac{1}{2}$
Chester and Holyhead ...	37 $\frac{1}{2}$	38	38	38		
East Anglian ...	19 $\frac{1}{2}$		19	19 $\frac{1}{2}$ 18 $\frac{1}{2}$	19 $\frac{1}{2}$	
Eastern Union A Stock ...	38					
East Lancashire ...	93 $\frac{1}{2}$	94	94 3 $\frac{1}{2}$	93 $\frac{1}{2}$	94 $\frac{1}{2}$ 4	94 $\frac{1}{2}$
Edinburgh and Glasgow ...					53 $\frac{1}{2}$ 4 $\frac{1}{2}$	54 $\frac{1}{2}$
Edin., Perth. & Dundee ...					36	35
Glasgow & South Western ...						
Great Northern ...	91 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$	92 $\frac{1}{2}$ 3 $\frac{1}{2}$	93 $\frac{1}{2}$ 3 $\frac{1}{2}$	92 $\frac{1}{2}$
Gr. South & West. (Ire.) ...						111 $\frac{1}{2}$
Great Western ...	68	68 $\frac{1}{2}$	68	68 $\frac{1}{2}$	68 $\frac{1}{2}$	68
Lancashire & Yorkshire ...	97	97 $\frac{1}{2}$	97 $\frac{1}{2}$ 3 $\frac{1}{2}$	97 $\frac{1}{2}$ 3 $\frac{1}{2}$	97 $\frac{1}{2}$ 3 $\frac{1}{2}$	97 $\frac{1}{2}$
Lon., Brighton, & S. Coast ...		111 $\frac{1}{2}$ 12	112 11 $\frac{1}{2}$	112	112	112
London & North Western ...	106 $\frac{1}{2}$ 7	107 $\frac{1}{2}$ 7	107 $\frac{1}{2}$ 7	107 $\frac{1}{2}$ 7	106 $\frac{1}{2}$ 7	106 $\frac{1}{2}$ 7
London & S. Western ...	107 $\frac{1}{2}$	107 $\frac{1}{2}$ 7	107 $\frac{1}{2}$ 7	107 $\frac{1}{2}$ 7	108	107 $\frac{1}{2}$
Man., Shef., and Lincoln ...	34 $\frac{1}{2}$ 3 $\frac{1}{2}$	34 $\frac{1}{2}$				34 $\frac{1}{2}$
Midland ...	83 2 $\frac{1}{2}$	83 $\frac{1}{2}$ 3 $\frac{1}{2}$	83 3	83 $\frac{1}{2}$ 3	82 $\frac{1}{2}$ 3	82 $\frac{1}{2}$
Norfolk ...			51			52
North British ...		40 $\frac{1}{2}$			40	
North Eastern (Berwick) ...	34 $\frac{1}{2}$ 5	85 $\frac{1}{2}$ 5	85 $\frac{1}{2}$		85	
North London ...						
Oxford, Worcester & Worl. ...	29	28 $\frac{1}{2}$ 9 $\frac{1}{2}$			29	
Scottish Central ...					106 $\frac{1}{2}$	
Scot. N.E. Aberdeen Stock ...	26 $\frac{1}{2}$	26 $\frac{1}{2}$		26 $\frac{1}{2}$	26 $\frac{1}{2}$	
Shropshire Union ...	49	50		50		
South-Eastern ...	74 $\frac{1}{2}$	74 $\frac{1}{2}$ 3 $\frac{1}{2}$	74 $\frac{1}{2}$ 3 $\frac{1}{2}$	75 4 $\frac{1}{2}$	74 $\frac{1}{2}$	
South-Wales ...	84 $\frac{1}{2}$	84 3 $\frac{1}{2}$	84 $\frac{1}{2}$ 5 $\frac{1}{2}$	85 $\frac{1}{2}$ 5	85 $\frac{1}{2}$ 5	

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 3RD DAY OF JANUARY, 1857.

ISSUE DEPARTMENT.

£	£
Notes issued	24,022,615
Government Debt	11,015,160
Other Securities	3,458,900
Gold Coin and Bullion	9,847,615
Silver Bullion	—
£24,022,615	£24,022,615

Dated the 8th day of January, 1857.

M. MARSHALL, Chief Cashier.

BANKING DEPARTMENT.

£	£
Proprietors' Capital	14,553,000
Res.	3,299,314
Public Deposits (including Exchequer, Savings Banks, Commissioners of National Debt, and Dividend Accounts)	7,592,202
Other Deposits	10,096,525
Seven day & other Bills	786,524
£36,327,565	£36,327,565

Dated the 8th day of January, 1857.

M. MARSHALL, Chief Cashier.

London Gazettes.

NEW MEMBER OF PARLIAMENT.

TUESDAY, Jan 6, 1857.

County of Lanark.—Alexander Dundas Ross Wisheart Baillie Cochran, Esq., of Lamington, in the room of William Lockhart, Esq., deceased.

Bankrupts.

TUESDAY, Jan 6, 1857.

BELTON, THOMAS STOREY, Malster, Marton and Horncastle. Jan. 21, at 12; Feb. 18, at 12; Kingston-upon-Hull. *Com. Ayrton. Off. Ass. Carrick, Hull. Sol. Chidley, Basinghall-st. Pet. Dec. 27.*

CROFTS, EDWARD, Hearth Rug Manufacturer, 3 West-place, John's-row, St. Luke's, Middlesex. Jan. 21, at 1:30; Feb. 17, at 12; Basinghall-st. *Com. Fonblanche. Off. Ass. Stanfield. Sol. Sole, Turner, & Turner. Pet. Dec. 20.*

DAWSON, JOHN RICHARD, Hotel Keeper, West Cowes, Isle of Wight. Jan. 19, at 11; Feb. 18, at 12; Basinghall-st. *Com. Goulnburn. Off. Ass. Pennell. Sol. Westmacott & Blake, 28, John-st., Bedford-royal. Pet. Jan. 2.*

KEY, ROBERT EDWARD, Grocer, Thorney, Cambridge. Jan. 15, at 11:30; Feb. 19, at 12; Basinghall-st. *Com. Evans. Off. Ass. Bell. Sol. Wright, South-sq. Gray's-inn; Wilkinson, Peterborough. Pet. Dec. 20.*

KINGSTON, WILLIAM, Linon Draper, 21, Bridge-road, Lambeth. Jan. 21, at 12:30; Feb. 23, at 12; Basinghall-st. *Com. Goulnburn. Off. Ass. Nicholson. Sol. Lawrence, Ploys, Boyer, 14 Old Jewry-chambers, Old Jewry. Pet. Jan. 1.*

LEVY, NATHANIEL, commonly known as NATHANIEL LEVY NATHAN, Butcher, 13 Chinn-lane, Whitechapel. Jan. 15, at 1; Feb. 20, at 1; Basinghall-st. *Com. Fane. Off. Ass. Whitmore. Sol. Smith & Son, Barnard's-inn, Holborn. Pet. Jan. 2.*

MUDDIMAN, SAMUEL, Shoe Manufacturer, Northampton. Jan. 20, at 2; Feb. 17, at 1:30; Basinghall-st. *Com. Fonblanche. Off. Ass. Stanfield. Sol. Loftus & Young, 10 New-inn, Strand. Pet. Dec. 22.*

POLLACK, EDWARD, Sugar Refiner, Fieldgate-st., Middlesex. Jan. 16, at 2:30; Feb. 10, at 2:30; Basinghall-st. *Com. Holroyd. Off. Ass. Edward. Sol. Martin, Thomas, & Hollams, Mincing-lane, London. Pet. Jan. 2.*

RIDGEBER, THOMAS, Grocer, Attercliffe-cum-Darnall, York. Jan. 17, at 10; Feb. 21, at 10; Sheffield. *Com. West. Off. Ass. Brewin. Sol. Webster, Sheffield. Pet. Dec. 26.*

STEVENS, JOHN HENRY, Engraver, 5 Great Wild-st., Lincoln's-inn-fields. Jan. 21, at 2; Feb. 17, at 1; Basinghall-st. *Com. Fonblanche. Off. Ass. Graham. Sol. Kennett, 106, Fenchurch-st. Pet. Jan. 3.*

FRIDAY, Jan. 9, 1857.

CLARE, SAMUEL GROCER, Ashton-under-Lyne. Jan. 21, at 12; Feb. 11, at 12; Manchester. *Off. Ass. Pott. Sol. Darnton, Ashton-under-Lyne. Sol. Worthington & Shipman, Manchester. Pet. Jan. 5.*

DUCKWORTH, HENRY, Cotton-spinner, Glen Mill Top, Newchurch, Lancaster. Jan. 21, at 12; Feb. 11, at 12; Manchester. *Off. Ass. Fraser. Sol. Hargreaves & Knowles, Newchurch; Cobbett & Wheeler, Manchester. Pet. Jan. 6.*

GILBERT, JAMES, Contractor, Manchester. Jan. 20, at 12; Feb. 18, at 12; Manchester. *Off. Ass. Pott. Sol. Heath, Swan-st., Manchester. Pet. Jan. 7.*

HAWORTH, JOHN, Spinner, Shaw Clough, Rossendale, Lancaster. Jan. 23, at 12; Feb. 13, at 12; Manchester. *Off. Ass. Herniman. Sol. Sale, Worthington & Shipman, Manchester. Pet. Dec. 31.*

SWORDER, JOHN, Master, Ware, Hertford. Jan. 20, at 1:30; Feb. 19, at 2; Basinghall-st. *Com. Evans. Off. Ass. Johnson. Sol. Mason & Sturt, Grusham-st. Pet. Jan. 3.*

MEETINGS.

TUESDAY, Jan. 6, 1857.

APLETREE, MARY ANN, Innkeeper, Stow-on-the-Wold, Gloucester. Feb. 5, at 11; *Com. Hill, Bristol. Die.*

Boss, GEORGE, Livery-stable Keeper, King's-road, Brighton, Jan. 29, at 11; *Com. Evans, Basinghall-st. Die.*

CROSTHWAITE, JOHN, Merchant, Liverpool. Jan. 16, at 11; *Com. Stevenson, Sol. Liverpool. Pr. of Debts.*

HALL, GEORGE, Hat Manufacturer, Lothbury. Jan. 28, at 1; *Com. Fonblanche, Basinghall-st. Die.*

HAWKINS, HENRY JONATHAN, Licensed Victualler, 1 Midway-terrace, Lower-road, Rotherhithe. Jan. 17, at 12; *Com. Goulnburn, Basinghall-st. Last Ex.*

NICHOLLS, NATHANIEL, Baker, Holborn-bridge. Jan. 28, at 12; *Com. Fonblanche, Basinghall-st. Die.*

PALMER, GEORGE JOSIAH, the Elder, Printer, Savoy-st., Strand. Jan. 16, at 2; *Com. Holroyd, Basinghall-st. Pr. of Debts.*

SCHWARTZ, MORRIS, Clothier, Haydon-sq., Minories. Jan. 28, at 1; *Com. Fonblanche, Basinghall-st. Die.*

WILKINSON, JESSE, Woollen Cloth Manufacturer, Lindley, Huddersfield. Jan. 23, at 11; *Com. West, Leeds. Last Ex.*

FRIDAY, Jan. 9, 1857.

BARNETT, MORRIS, Jeweller, 5 Goldsmiths-place, Ramsgate. Jan. 20, at 11; *Basinghall-st. Com. Fonblanche. Last Ex.*

CARER, JOHN, Iron Manufacturer, Wallsend, Northumberland, in co-partnership with WILLIAM RIDLEY CARE of Scotswood, Northumberland, and HENRY FREDERICK SCOTT, of Gateshead, Durham, Iron Manufacturers. Jan. 21, at 12; Newcastle-upon-Tyne. *Com. Ellison. Last Ex.*

CLARK, GEORGE DELIANSON, Newspaper Vendor, 198 Strand & Fieldgate-st., Whitechapel. Jan. 30, at 12; *Basinghall-st. Com. Evans. Last Ex.*

CLAY, JOHN, Ale Merchant, South Shields. Jan. 20, at 1; Newcastle-upon-Tyne. *Com. Ellison. Last Ex.*

CUERTIS, WILLIAM TURING, Merchant, 17, Great St. Helens. Jan. 20, at 12; *Basinghall-st. Com. Fonblanche. Last Ex.*

DONALD, JAMES, & JOHNSON LOCKHART DONALD, Watchmakers, Newcastle-upon-Tyne. Jan. 21, at 11; Newcastle-upon-Tyne. *Com. Ellison. Last Ex.*

GARSTANG, WILLIAM, & THOMAS GARSTANG, Coal Dealers, Wigan, Lancaster. Jan. 30, at 12; Manchester. *Com. Skirrow. Die.*

HAWKINS, CHARLES, Camp Equipage Manufacturer, 86 Strand. Feb. 2, at 12.30. Basinghall-st. *Com. Goulburn. Die.*
 HENTON, GEORGE, Licensed Victualler, Rising Sun, 12 Charles-st, Grosvenor-sq. Jan. 30, at 1. Basinghall-st. *Com. Fane. Die.*
 HOWGATE, HENRY, & GEORGE HOWGATE, Steel Converters, Sheffield. Jan. 31, at 10. Leeds. *Com. West. Dir. of separate estate of each.*
 LEWARD, GEORGE, Boiler-maker, Liverpool. Feb. 2, at 11. Liverpool. *Com. Petty. Die.*
 SPEEDING, THOMAS, Rope Manufacturer, Sunderland. Jan. 23, at 11.30. Newcastle-upon-Tyne. *Com. Ellison. Last ex.*
 THOMAS, SAMUEL, Cabinet-maker, Wigan, Lancaster. Feb. 5, at 12. Manchester. *Com. Skirrow. Die.*
 WOODS, GEORGE WILLIAM, Plumber, 1 Harwood-pl, High-st, and Meeting-house-lane, Peckham, Surrey. Jan. 20, at 1. Basinghall-st. *Com. Bonblanche. Last ex.*

DIVIDENDS.

TUESDAY, Jan. 6, 1857.

BATLEY, GEORGE SIXTO, Commission-agent, Crown-ct, Philpot-lane. First, 7*ds.* *Nicholson*, 24 Basinghall-st, and Tuesday, 11 & 2.
 BROOKS, GEORGE, Tailor, Westbourne-ter, Tunbridge Wells. Third, 4*ds.* *Whitmore*, any Wednesday, 11 & 3.
 COOPER, WILLIAM EARNSHAW & DAVID, Tallow Chandlers, Manchester and Macclesfield. Sep. Estate of W. E. Cooper, First, 9*s. 10d.*; Sep. Estate of D. Cooper, 20*s.* *Fraser*, 45 George-st, Manchester, on Tuesday, Jan. 20, and any subsequent Tuesday, 11 & 1.
 COXINGHAM, NOCKALLS, JOHNSON, Surveyor, 6 Argyle-pl, Regent-st, First, 4*s. 1d.* *Edwards*, 1 Sambrook-ct, Basinghall-st, City, on Wednesday next, and three subsequent Wednesdays, 11 & 2.
 DAVENPORT, JAMES, Watchmaker, Macclesfield. First, 1*s. 9d.* *Hernaman*, 69 Princess-st, Manchester, any Tuesday, 10 & 1.
 FRANCIS, THOMAS, Tailor, Fore-st, Topsham, Devon. First, 10*s. 3d.* *Daw*, 13 Bedford-circus, Exeter, Thursday, Jan. 22, or any subsequent day, 10 & 4.
 FRANCIS, WILLIAM FREDERICK HOOPER, Carpenter, Fore-st, Topsham, Devon. Second, 7*s. 1d.* *Daw*, 13, Bedford-circus, Exeter, Jan. 22, or any subsequent day, 10 & 4.
 FRENCH, RICHARD BABSTOCK, Corn-merchant, Winchester. First, 5*s. 6d.* *Whitmore*, Basinghall-st, any Wednesday, 11 & 3.
 FTER, WILLIAM, Wholesale Draper, Nottingham. Second, 1*s. 6d.* *Harris*, Middle Pavement, Nottingham, Monday, Jan. 5, and three following Mondays, 11 & 3.
 HALL, JAMES, Grocer, Preston, Lancashire. First, 3*s. 11*ds.** *Hernaman*, 69 Princess-st, Manchester, and Tuesday, 10 & 1.
 HOBSON, CAMPBELL WRIGHT, Money Scrivener, Baymond-blags, and Gordon-pl, Tavistock-sq. First, 6*ds.* *Edwards*, 1 Sambrook-ct, Basinghall-st, on Jan. 7, and three subsequent Wednesdays, 11 & 2.
 LEVANDER, JAMES, Surgeon Dentist, 1 Upper Southernhay, Exeter. First, 1*s. 11*ds.** *Daw*, 13 Bedford-circus, Exeter, Jan. 22 or any subsequent day, 10 & 4.
 MORGAN, EDWARD, Provision Merchant, Hastings. First, 4*s. 4d.* *Whitmore*, 2 Basinghall-st, any Wednesday, 11 & 3.
 QUILTER, ALFRED, Grocer, Maldon, Essex. First, 4*s. 9d.* *Nicholson*, 24 Basinghall-st, and Tuesday, 11 & 2.
 ROBERT, EDMUND, Jeweller, Drury. First, 4*s. 6d.* *Harris*, Middle Pavement, Nottingham, Jan. 5, or three following Mondays, 11 & 3.
 SEAGER, JOHN, Wine and Spirit Merchant, 4 Hungerford Wharf, Strand. First, 1*s. 11*ds.** *Edwards*, 1 Sambrook-ct, Basinghall-st, Jan. 7 and three subsequent Wednesdays, 11 & 2.
 STRAHAN, WILLIAM, Sir JOHN DEAN PAUL BART, & ROBERT MAKIN BATES, Joint Estate, Second, 8*s.* Sep. Estate of W. Strahan, Second, 2*s.* Sep. Estate of J. D. Paul, Second, 5*s. 6d.* *Bell*, 3 Coleman-st-blags, any Wednesday, 11 & 3.
 WETTONE, JOSEPH HENRY, Bookseller, 213 Oxford-st, Marylebone. First, 6*ds.* *Nicholson*, 24 Basinghall-st, any Tuesday, 11 & 2.
 WISE, MATTHEW, Fishmonger, 6 St. Martin's-ct, Ludgate-hill. First, 3*s. 6*ds.** *Whitmore*, 2 Basinghall-st, any Wednesday, 11 & 3.

FRIDAY, Jan. 9, 1857.

HACKER, THOMAS, Timber Merchant, Bankside, Surrey. Third, 7-16*s.* *Stansfeld*, 10, Basinghall-st, Jan. 8, and three following Thursdays, 11 & 2.
 HAWORTH, JOHN, Cotton Spinner, Stone Fold Mill, Haslingden, Lancashire. First, 1*s. 11*ds.** *Potts*, 7 Charlotte-st, Manchester, any Tuesday, 11 & 1.
 KEEBLE, GEORGE, Farmer, Hurst, Bucks. Second, 2*s. 8*ds.** *Stansfeld*, 10, Basinghall-st, Jan. 8 and three following Thursdays, 11 & 2.
 MATOR, THOMAS & JAMES, Merchants, Freekleton, Lancaster. First, 2*s. 4*ds.** *Potts*, 7 Charlotte-st, Manchester, any Tuesday, 11 & 1.
 SABELL, WILLIAM MARKS BENISON, Ironmonger, Holswoth, Devon. First, 8*s. 7*ds.** *Hirtzel*, Queen-st, Exeter, any Tuesday or Friday, 11 & 2.
 WILKINSON, THOMAS, Emery Paper Manufacturer, 13 Prospect-place, Walworth. First, 1*s. 9*ds.** *Stansfeld*, 10 Basinghall-st, Jan. 8, and three following Thursdays, 11 & 2.
 certificates to be allowed

CERTIFICATES.

To be ALLOWED, unless Notice be given, and Cause shewn on Day of Meeting.

TUESDAY, Jan. 6, 1857.

GIL, JOSHUA, Grocer, Dewsbury, Yorksh. Feb. 3, at 11. Leeds.
 HARRISON, SAMUEL JAMES, Cabinet Maker, Kidderminster. Jan. 29, at 10. Birmingham.
 HULBERT, JOHN, Soap Boiler, Bristol. Feb. 2, at 11. Bristol.
 LEICESTER, CHAMNEY, & JOHN ELLER, LITTLEBOY, Corn Merchants, Liverpool. Jan. 28, at 11. Liverpool.
 MARSTON, ROBERT, & GEORGE MARSTON, Manufacturers of Hosiery, Leicester. March 3, at 10.30. Birmingham.
 STUART, WILLIAM CHARLES, Tailor, Cambridge. Jan. 28, at 1. Basinghall-st.

FRIDAY, Jan. 9, 1857.

BAKER, CHARLES HENRY, & JOSEPH AGUILAR, Cement Manufacturers, 9 Adam-st., Adelphi, trading in partnership with Robert Gadesden under firm of Gadesden & Co. Jan. 30, at 1. Basinghall-st.
 CLARK, HENRY, Ribbon Manufacturer, Nuneaton, Warwicksh. Feb. 5, at 10. Birmingham.

DELLAGANA, JAMES & BARTHOLOMEW DELLAGANA, Stereotype Founders, 61 Red Lion-st, Clerkenwell. Jan. 30, at 11. Basinghall-st.
 GUEST, ALFRED, Grocer, Kidderminster. Feb. 12, at 10. Birmingham.
 HARGREAVES, JAMES HENRY, Sharebroker, Leeds. Jan. 30, at 11. Leeds.
 HAWKIES, CHARLES, Camp Equipage Manufacturer, 86 Strand. Feb. 2, at 1.30. Basinghall-st.
 KING, GEORGE KELLY, Dealer in Embossing Presses, 3 Russell-crescent, Brighton. Jan. 30, at 11. Basinghall-st.
 KNIGHT, GEORGE, Licensed-victualler, Antelope Hotel, Poole, Feb. 3, at 12. Basinghall-st.

LAZARUS ABRAHAM, Tailor, 116 High-st, Whitechapel, trading as Lazarus & Co. Jan. 30, at 12.30. Basinghall-st.
 LINFOOT, BENJAMIN, Builder, Mansfield. Nottingham. Feb. 3, at 10.30. Birmingham.
 MACKENZIE, JAMES & STEPHEN COTTON, Machine-makers, Leeds. Jan. 30, at 11. Leeds.
 MILLER JOSEPH, Brewer, Bevois-st, Southampton. Jan. 30, at 1. Basinghall-st.

MANTON, OCTAVIUS GEORGE, Surgeon, Bourn, Lincoln. Feb. 3, at 10.30. Birmingham.

PREBLE, THOMAS, Plumber, 1, Clover-hill, Camden-road, Ramsgate, Jan. 30, at 11.30. Basinghall-st.

REEVE, WILLIAM, Engineer, 20 Albion-st, Caledonian-rd, Middlesex. Jan. 30, at 12. Basinghall-st.

SEACOLE, MARY & THOMAS DAY, Provision Merchants, 1 Tavistock-st, Covent-garden, 17 Ratcliffe-terrace, Goswell-nd, and Spring-hill, and Balaklava, in the Crimea. Jan. 30, at 11. Basinghall-st.

TARLINGTON, GEORGE, Lodging-house-keeper, 28 Devonshire-st, Portland-pl. Jan. 30, at 11. Basinghall-st.

TAYLOR, WILLIAM, Grocer, York. Jan. 30, at 11. Leeds.

To be DELIVERED, unless APPRAISAL be duly entered.

TUESDAY, Jan. 6, 1857.

BURGESS, JOHN, Builder, Kidderminster. 3rd Class, Dec. 29.

FOXLEY, THOMAS, Grocer, Birmingham. 2nd Class, Dec. 29.

GRIGG, DANIEL, Grocer, West Bromwich. 3rd Class, suspended for 3 mos. from Dec. 29.

JOHNSON, JOHN, Ironmonger, Bourn, Lincoln. 3rd Class, Dec. 30.

SHALES, THOMAS EDWARD, Linen Draper, Brighton. 2nd Class, suspended for 1 year from Dec. 30.

SIMPSON, RALPH BRADY, Builder, Sunderland. 3rd Class, Dec. 8.

FRIDAY, Jan. 9, 1857.

BRADBEE, GEORGE WHIFFIN, sen. & GEORGE WHIFFIN BRADBEE, jun., Fringe Manufacturers, 115 Newgate-st. 2nd Class to G. W. Bradbee, jun., after suspension of 6 mos. Dec. 2.

LOCKWOOD, JOSEPH WALTER DAY, Stock Broker, 3 Crown-ct., Threadneedle-st. 3rd Class, Jan. 2.

NEEDHAM, WILLIAM & SAMUEL WHITE, Silk Manufacturers, 9 Friday-st., Cheapside. 3rd Class, Nov. 17.

NEWMAN, SAMUEL, Builder, Granville Hotel, Granville-terrace, Lee, Kent. 2nd Class, Dec. 19.

TEALE, FREDERICK GEORGE & FRANCIS SMITH, Builders, Welbeck-st., Cavendish-sq, and 149 Blackfriars-road. 2nd Class, Dec. 30.

THOMAS, JAMES, Grocer, Elbow Vale, Monmouth. 2nd Class, Jan. 6.

TOWSEY, CHARLES AUGUSTUS, Wine Merchant, Henley-upon-Thames. 2nd Class, Jan. 6.

WALKER, JOHN NEWMAN, Hardware-man, 33 Houndsditch, Middlesex. 2nd Class, Jan. 2.

YOUNG, THOMAS ALFRED, Hotel Keeper, Hastings. 2nd Class, Jan. 6.

BANKRUPTCIES ANNULLED,

FRIDAY, Jan. 9, 1857.

JACOB MEYERS, Manufacturer, 36 Steward-st, Spitalfields.

WALTER, LODGE, Cloth-manufacturer, Fennay-bridge, Huddersfield.

Assignments for Benefit of Creditors.

TUESDAY, Jan. 6, 1857.

KENNEDY, RICHARD FRANK, Chemist & Druggist, West Cowes. Dec. 12. *Trustees*, G. Downian, Southampton; J. Moore, West Cowes; W. A. Bais, Wholesale Druggist, London. *Set. Marrett*, 1, Albion-pl, Southampton.

MACARTHUR, PETER, Draper, Whitby. Dec. 13. *Trustees*, P. H. Laird, Draper, York; G. Fordyce, Merchant, Glasgow; J. Anderson, Merchant, Manchester. *Set. Holtby*, Low Usegate, York.

WILLIAMSON, THOMAS, Draper, Vincent-pl, Bedminster, Bristol. Dec. 8. *Trustee*, G. Williamson, Draper, Pontypool, Monmouthsh. *Set. Ayre*, jun., 21 Bridge-st, Bristol.

FRIDAY, Jan. 9, 1857.

BARTON, WILLIAM, Farmer, Dunks Green, Wrotham, Kent. Dec. 24. *Trustees*, W. Hook, Gent, Tonbridge; G. Lambert, Corn Merchant, Tonbridge; F. Ashby, Corn Merchant, Tonbridge. *Set. Warner*, Tonbridge.

BLAY, THOMAS & ILLINGWORTH BUTTERFIELD, Worsted Spinners, Bradford. Dec. 30. *Trustees*, B. J. Judge, Manufacturer; J. Hodgson, Ironfounder; O. Ingham, Dyer; all of Bradford; & J. Bray, Contractor, Moor-park, Harrogate. *Set. Taylor*, 9 Rawson-place, Bradford.

FOREMAN, ROBERT, Attorney-at-Law, Tunbridge Wells, Kent. Dec. 31. *Trustees*, H. Sawyer, Grocer, Tunbridge Wells; J. Delves, Gent, Blean-hill-place, Tunbridge Wells; S. Alleyne & Walker, Tunbridge Wells.

HARGRAVE, CHARLES WILLIAM & CHARLES WILMOT WILKINSON, Warehouses, St. Paul's-churchyard. Dec. 29. *Trustees*, R. Lanbert, Warehouseman, Friday-st.; G. Miller, Warehouseman, Lawrence-lane; J. Keighley, Warehouseman, Foster-lane. *Set. Reed*, Langford, & Marsden, 59 Friday-st.

JONES, PETER, Contractor, Manchester & Nottingham. Dec. 16. *Trustees*, W. Burgess, Brickmaker, Nottingham; S. Eyre, Coal Merchant, Stein-ton, Nottingham; W. Knight, Timber Merchant, Nottingham; E. Knight, Cement Merchant, Manchester. *Set. Wells*, Fletcher-gate, Nottingham.

KING, WILLIAM, Draper, Hastings. Dec. 15. *Trustees*, W. White, Ware-houseman, Cheapside; T. Fairbridge, gentleman, Cheapside. *Set. Ashurst*, Son & Morris, 6, Old Jewry.

LESTER, JOHN, Hatter, 403 Oxford-st. Dec. 11. *Trustees*, W. Watson, Hat Manufacturer, Red Cross-st, Southwark; A. George, Hat Manufacturer, 93, Southwark Bridge-nd. *Set. Cutler*, 5, Bell-yard, Doctors' Commons.

STANLEY, JOHN MASSU, Gent, Hove, Sussex. Jan. 7. *Trustees*, J. Legg, Tailor, Brighton; E. Packham, Ironmonger, Brighton. *Sols*, Cornford, Black, & Freeman, 58 Ship-st., Brighton.

STICLIFFE, JAMES, Commission Agent, Manchester. Jan. 2. *Trustees*, T. H. Birley, Commission Agent; J. Banning, Salesman; & T. L. Williams, Commission Agent, all of Manchester. *Sols*, Sale, Worthington, & Shipman, 64, Fountain-st., Manchester.

Partnerships Dissolved.

TUESDAY, Jan. 6, 1857.

ADAMS, GEORGE, & SAMUEL KENDRICK, Goldsmiths, Unett-st., Birmingham, under firm of G. Adams & Co. Jan. 28.

APPLEYARD, WILLIAM, JACOB CRAVEN, & WILLIAM GIBSON, Commission Agents, Bradford, Yorksh. Dec. 31.

ARTAUD, W., & S. ARTAUD, Upholsterers, 79 Wimpole-st., Marylebone, Jan. 1.

ASTLEY, WILLIAM PARKER, & ROBERT BLYTH, jun., Commission Agents, Kingston-upon-Hull. Debts received and paid by R. Blyth, jun. Jan. 1.

ATKINSON, FRANCIS, & WILLIAM ATKINSON, Stock and Share Brokers, 61½ Threadneedle-st. Debts received and paid by W. Atkinson. Jan. 5.

BALLARD, SAMUEL, & JOSEPH TAYLOR BALLARD, Drapers, Cambridge. Debts received & paid by S. Ballard, Dec. 31.

BARKER, JAMES, & WILLIAM BARKER, Agricultural Implement Makers, Dunnington, York. Debts received and paid by W. Barker. Jan. 1.

BEAUMONT, JOHN, JOSEPH KAYE, DALE HOBSON, GEORGE BEAUMONT, DAVID LERSIDE, & THOMAS GLEDDIHILL, Cloth Dressers, Neney's Mills, Honley, Almonbury, York, under firm of Beaumont, Kaye, & Co., as regards Dale Hobson. Nov. 8.

BENNING, HENRY, & GEORGE REVELY SLADER, Surgeons, Barnard Castle, Durham. July 12.

BENTHAM, CHRISTOPHER, THOMAS L. BOWEN, & RICHARD BLYTHE, Tea Merchants, Liverpool, as regards R. Blythe. Dec. 31.

CLAY, RICHARD, & JOSEPH HOOD CLAY, Ironmongers, Nuneaton, Warwick. Dec. 13.

DIXON, ISAAC, & PARKER SLEIGHT, Joiners, Liverpool, under firm of I. Dixon & Co. Debts paid and received by I. Dixon. Jan. 2.

DUARTE, THOMAZ JOZE, EDWARD POTTER, RICARDO THOMAS DUARTE, & RICARDO ERNESTO DE CARVALHO, under firm of Duarte, Irmaos, & Co., as respects Edward Potter & Ricardo Thomaz Duarte, Lisbon. Dec. 31.

DYSON, THOMAS, & STEPHEN BENNETT, Rug Manufacturers, Nottingham. Dec. 20.

FEARON, ISAAC & JOHN CHRISTIE WELCH, Preston. Debts received and paid by J. C. Welch. Dec. 31.

FLETCHER, WILLIAM, & JOSHUA BLAKELY, Woollen Cloth Finishers, Saville Mill, Halifax, under firm of W. Fletcher & Co. Debts received and discharged by J. Blakely. Jan. 2.

GIBBONS, WILLIAM, & JAMES EDDLESTON, Reed Makers, Witton, Blackburn, under firm of W. Gibbons & Co. Debts received and paid by W. Gibbons. Jan. 2.

GLEEDHILL, RICHARD, JOHN ASHWORTH, & THOMAS ASHWORTH, Cotton Warp Sizers, Bradford, under firm of Gledhill, Ashworth, & Co.; as concerns J. Ashworth. Dec. 31.

GRIGSON, ELIZA RUTH, & JANE ZIEGLER, Grocers, 54, Amwell-st., Clerkenwell, Nov. 28.

HAYWOOD, JOSEPH, & WILLIAM COOKE, Merchants, Shetland. Dec. 31.

HILTON, J., SAMUEL WATSON, & SAMUEL JACKSON PAGE, Auctioneers, Liverpool; under firm of Page & Co.; as regards S. Watson. Jan. 2.

HOLT, ANN, & ELIJAH KERSHAW, Tin Plate Workers, Oldham. Debts received and paid by E. Kershaw. Jan. 1.

HOPKINSON, WILLIAM, HENRY HOPKINSON, & JOHN HOPKINSON, Curriers, Chesterfield, Derby, and Sheffield, York; under firm of W. Hopkinson & Sons. Jan. 4.

ISAACSON, JOHN, & GEORGE ISAACSON, Attorneys, 40 Norfolk-st., Strand. Dec. 31.

JAEGER, A. L., & L. F. LINGEMAN, Merchants, 29 Great St. Helen's, Bishopsgate-st. Dec. 31.

KER, ROBERT, GEORGE SCHOFIELD, EDWARD DOERING, JOSEPH CHENEY BOLTON, & WILLIAM KER, sen., Liverpool; under firm of Schofield, Doering, & Co., and at Glasgow, under firm of Ker, Doering, & Co. Dec. 31.

KING, SAMUEL, & JOHN KING, jun., Cotton Spinners, Manchester. Debts received and paid by J. King. Jan. 1.

LEWIS, JOSIAH, HENRY TRUEMAN, & MARY BRIDGETT, Silkmen, Derby, Newcastle-under-Lyne, Malmesbury, & Manchester; under firm of T. Bridgett & Co., and at Aldermanbury, London, under firm of J. Bridgett & Co. Business continued under same firms by J. Lewis, by whom debts will be received and paid. Dec. 31.

LUMI, LEVI, & JOHN BOSWELL, Cotton Spinners, Brotherton Mill, Sporland, Rochdale. Debts received and paid by L. Lum. May 1, 1855.

M'CALDON, DAVID, EDWIN KNIGHT, Horse Dealers, Manchester. Debts received and paid by D. M'Caldon. Dec. 29.

MILLER, JOHN SPITTAL, GEORGE MILLER, & GEORGE MILLER, Warehouses, 20 Walling-st.; under firm of Durie and Miller; as regards J. S. Miller. Dec. 31.

MILNE, CHARLES, & THOMAS MILNE, Wine Merchants, Cliff-hill, Warley, York. Dec. 31.

MORTON, ELL, & JOSEPH ROBINSON, Plasterers, Birchincliffe, Huddersfield. Debts received and paid by E. Morton. Jan. 2.

MUSTON, CHARLES, & THOMAS GATH, Watch and Chronometer Manufacturers, 1 Small-st., Bristol. Debts received and paid by T. Gath. Jan. 1.

NOAKES, STEPHEN, & THOMAS JONES, Wine Merchants, 73, Back Church-lane, & 6 New Broad-st.; under firm of Jones & Co. Debts received and paid by T. Jones. Dec. 31.

OWEN, WALTER, & GEORGE BARGH OWEN, Chemists, Broad-st. & Duke-st., Sheffield. Dec. 31.

PAGE, WILLIAM JAMES, & EDWARD JOSEPH PAGE, Cricket-bat Makers; under style of Page, Bros., Kennington. Jan. 1.

PORTER, PHILIP, & F. W. B. VERNON, Cotton Brokers, Liverpool; under firm of Porter, Vernon, & Co. Dec. 31.

RICHARDSON, WALTER, & JNO. SANT, Veterinary Surgeons, Lincoln. Jan. 1.

SAYER, JAMES, & RICHARD SAYER, Silversmiths and Pawnbrokers, 29 Brydges-st., Covent-garden. Dec. 31.

SELBY, CHARLES EMANUEL, & WILLIAM THOMAS SELBY, Plumbers, Cambwell. Debts received and paid by C. E. Selby. Jan. 2.

SERCOMBE, THOMAS, ARCHIBALD HAY JACK, Printers, 16a Great Windmill-st. Jan. 5.

SHELBOURNE, WILLIAM & JOS. SHEFFIELD, Wine Merchants, 5, St. Ann's-pl. Limehouse. Dec. 31.

SHORTEST, CHARLES THOMAS, & ALFRED JOHN SHORTEST, Veterinary Surgeons, Ipswich. Debts received and paid by C. T. Shorten. Jan. 1.

SIGLEY, CHARLES, & THOMAS SHAWCROSS, Stonemasons, Manchester. Debts received and paid by C. Sigley. Dec. 31.

SMITH, JOHN, WILLIAM HENRY SMITH, & ALEXANDER WILLIAMS, Metallic Plate Embossers, 8 Upper Fountain-pl., City-rd.; under style of J. Smith & Co. Aug. 1.

SOPWITH, THOMAS, & JOHN SOPWITH, Joiners, Newcastle-upon-Tyne. Debts received and paid by J. Sopwith. Dec. 31.

SPER, JONES, & SALOMON SPER, Attorneys, 30 Broad-st.-bgs. Dec. 31.

STRICKET, JOHN, & THOMAS CROSTHWAITE, Wine Merchants, Workington, Cumberland. Jan. 1.

THOMAS, JAMES, & WILLIAM RICHARD HARGRAVES, Drapers, 29, Oxford-st. Jan. 1.

THORNBERRY, JOHN BARKER, & HANNAH COCKCROFT, Manufacturing Chemists, Halifax; under style of J. Thornberry. Debts received and paid by J. Thornberry. Oct. 1, 1856.

WEBER, CHARLES GEORGE, & FRANCIS CRAMP, Wine Merchants, London and Oporto. Dec. 31. Since Dec. 31 carried on by Francis Cramp & Charles Offley, under style of Offley, Cramp, & Co., in London, and Offley & Cramp, in Oporto, who will receive and discharge all debts of late partnership.

WHITE, JOSEPH, & WILLIAM FAIRCHILD, Tea-dealers, 63 & 107 High-st., Southwark. Jan. 2.

WILSON, RICHARD, & BENJAMIN WILSON, Wine Merchants, Bramley, near Leeds. Debts received and paid by B. Wilson. Dec. 31.

YATES, JOHN, GEORGE YATES, & EDWIN YATES, British Plate Makers, Birmingham; under style of J. Yates & Sons; as regards J. Yates. Debts received and paid by G. & E. Yates. Jan. 1.

Erratum in Gazette of Jan. 2.

SCHENK, G. & R., Ship Agents, 4 Vine-st., Minoris. Date of dissolution should have been 26th Oct., 1850, and not 26th Oct., 1856.

FRIDAY, Jan. 9, 1857.

ARNOLD, JOHN, & EDWARD PIGEON, Wine and Spirit Brokers, 23 Great Tower-st., London. Dec. 31.

ASH, THOMAS, & JOSEPH ASH, Zinc Manufacturers, Birmingham, under firm of T. Ash & Son. Debts received and paid by T. Ash. Jan. 6.

BECKETT, WILLIAM, SIR THOMAS BECKETT, Bart., EDMUND DENISON, JOHN SMITH, & GEORGE HYDE, Bankers, Leeds, under firm of Beckett & Company; as concerns G. Hyde. Jan. 1.

BINSTEAD, ARTHUR JOHN, & EDWARD MADDOCKS FOSTER, Chemists, Bognor. Debts received or paid by A. J. Binstead. Jan. 1.

BRAY, THOMAS, & ILLINGWORTH BUTTERFIELD, Worsted Spinners, Bradford, under firm of Bray, Butterfield, & Company. Dec. 30.

BRIDGES, JOHN, NATHANIEL MASON, & NATHANIEL BRIDGES, Solicitors, 23 Red Lion-sq. Dec. 31.

BURGESS, FREDERICK JOSHIAH & GEORGE HENRY DOSWELL, Surgeons, Bishops-Waltham. Debts received and paid by F. J. Burgess. Dec. 31.

CANDY, CHARLES, CHARLES WILSON, & MATTHEW POTTER, Merchants, 4 & 5 Watling-street, and at Paris, Etienne, and Lyons, under firm of Charles Candy & Co.; as concerns M. Potter. Debts received and paid by C. Candy and C. Wilson. Jan. 8.

CARTER, JOHN, & JOSEPH CRABTREE, Cotton Warp Sizers, Bradford. Jan. 3.

CUNNINGHAM, JAMES, & HENRY PLANT, Hide Brokers, Dudley, Worcester, under firm of Cunningham & Swindley. Debts received and paid by H. Plant. Jan. 2.

EDWARDS, JUDITH, & JOHN EDWARDS, Butchers, 84 & 85 Regent-st., Leamington Priors, under firm of Judith Edwards & Son. Debts received and paid by John Edwards. Dec. 31.

ELLIS, EDWARD, & THOMAS DORSON, Fancy Woollen Manufacturers, Kirkburton, York. Debts received and paid by E. Ellis. Dec. 31.

FEARON, ISAAC, & JOHN CHRISTIE WELCH, Preston. Debts received and paid by J. C. Christie. Dec. 31.

FRY, RICHARD, & THOMAS FRY, Tea-brokers, Liverpool, under firm of W. Fry & Sons. Jan. 1.

FULLER, JOHN, & THOMAS DODD, Cattle-salemen, at London and Southwark Market. Dec. 31.

GAUKROGER, GEORGE, JOSEPH GAUKROGER, & THOMAS GAUKROGER, Card-manufacturers, Craven Edge Mill, Halifax, under firm of G. Gaukroger & Sons. Business carried on by Jos. Gaukroger and Thomas Gaukroger, together with Henry Gaukroger, of Halifax, under firm of Gaukroger Brothers, who will receive and discharge all debts due by late partnership. Jan. 2.

GLOVER, WILLIAM, & JOSEPH GLOVER, Farriers, Lower Tooting, Surrey, Dec. 31.

HARRIS, GEORGE, & RICHARD SHERRATT, Joiners, at St. Helen's, Lancaster. Jan. 1.

HUTCHINGS, THOMAS WILLIAM BISHOP, & JOHN BEATER, Timber-merchants, under style of J. Beater & Co. Debts received by J. Beater, and claims sent in to him. Jan. 1.

HUNT, EDWARD, JOHN PARR WALTER, & EMANUEL BRISON, Brush Manufacturers, Bristol, as regards Edward Hunt. Debts received and paid by Walter & Brison. Jan. 7.

JONES, JOHN HENRY, & THOMAS HURDLEY, Mercers, Shrewsbury. Oct. 1

MARSHALL, ROBERT, & JOHN BUCHANAN CREE, Ship Brokers, 150 Leadenhall-street. Dec. 31.

MAY, ROBERT, & ROBERT LOFTUS, Cabinet Makers, Beverley. Debts received by and claims to be sent to R. Loftus. Jan. 1.

JOHN PEEL, JOHN PEEL JUN., ANDREW CASSELS, CHARLES PEEL, & WILLIAM SCOTT, Bombay, under firm of Peel, Cassels, & Co., as regards W. Scott. May 31.

FIERCE, WILLIAM, & EDWIN OWEN, Cabinet Makers, Wrexham, Denbigh, Debts paid and received by W. Pierce and E. Owen, until further notice. Jan. 5.

ROBINSON, WILLIAM, & THOMAS WILLIAM FLETCHER, Solicitors, Dudley, Worcester. Jan. 1.

SALTER, JARVIS, JAMES SALTER, & CHARLES SALTER, Wheelwrights, Wribbleham, Kidderminster. Debts received and paid by J. & C. Salter, who carry on the business. Dec. 31.

SANSOM, JOHN WATERHOUSE, & THOMAS JOHN CRESWICK, Silversmiths, Sheffield. Debts received and paid by T. J. Creswick. Dec. 29.

SHEARD, MICHAEL, JOHN SHEARD, JOSEPH SHEARD, & BENJAMIN SHEARD, Woollen Manufacturers, Batley, York, under firm of Michael Sheard & Sons. Business carried on by John Sheard, Joseph Sheard, & Benjamin Sheard, with George Sheard, of Batley, under firm of Michael Sheard & Sons, who will receive and pay debts of late co-partnership. Jan. 5.

Dec. 24
W. A.
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Dec. 31.
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Trustees
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son, Hat
manufacturer,
Doctors'

SMITH, HENRY JOHN, & REYNOLD HARWOOD, Coal Merchants, Highbridge, Burnham, Somerset, under firm of H. J. Smith & Co. Debts received and paid by H. J. Smith. Jan. 5.

SMYTH, WILLIAM GOULD, JOHN TAPP SMYTH, & GEORGE GOULD SMYTH, Tanners, under firm of Smyth Brothers, Liverpool, and South Molton, Devon. Jan. 1.

THOMASSON, THOMAS, & HENRY WILLIAMS, Ironmongers, New-st., Worcester. Debts received and paid by T. Thomasson. Jan. 6.

TODD, JOHN, & JONATHAN TODD, Machine Wool Combers, Bradford, York, under firm of J. Todd & Son, Aug. 1850, when business carried on by J. Jonathan Todd & Matthew Todd, under firm of J. Todd & Sons, at Bradford & Ovenden.

VALLANCE, GEORGE, & JOSEPH HAIE, Tallow Chandlers, Mansfield, Nottingham. Debts paid and received by G. Vallance.

WALMSLEY, WILLIAM THOMAS, & CHARLES EDWARD WALMSLEY, Cotton Spinners, Marple, Chester. Debts received and paid by W. T. Walmsley. Jan. 2.

WATSON, FREDERICK ELWIN, & JAMES CALTHROP BARNHAM, Attorneys, Norwich. Dec. 31.

WIGFIELD, MARY, WILLIAM WIGFIELD, & THOMAS WIGFIELD, Grocers, Rotherham, York, under firm of Mary Wigfield & Sons, as respects Mary Wigfield. Debts received and paid by W. & T. Wigfield, who carry on the business. Jan. 1.

Creditors under Estates in Chancery.

TUESDAY, Jan 6, 1857.

BALLINTEN, JEREMIAH, Ballast-master, King's Lynn, Norfolk. Died April 1856. Creditors to come in on or before Feb. 6, at V. C. Kindersley's Chambers.

BLAIR, JAMES, Uttoxeter, Staffordshire. Died April, 1856. Creditors to come in on or before Jan. 30, at V. C. Wood's Chambers.

FRIDAY, Jan. 9, 1857.

CROOK, JOHN, Cotton-spinner, James's-terrace, Cheetham-hill, Manchester. Died Dec. 1853. Next of kin and creditors to come in and prove their claims on or before Feb. 3, at the office of Registrar Liverpool District Court of Chancery, 4 Norfolk-street, Manchester.

FOSTER, SAMUEL BEETENSON, Gent, Liverpool, and late of Dumfries. Died July 1856. Creditors to come in and prove their debt on or before Feb. 6, at the office of the Registrar for Liverpool District Court of Chancery, 1 North John-street, Liverpool, on or before Feb. 6.

Winding-up of Joint Stock Companies.

TUESDAY, Jan. 6, 1857.

BODMIN UNITED MINES COMPANY.—Call of £1 per share, in addition to the calls amounting to £1 1s. per share already made by the Company prior to the order for winding up. Master of Rolls Chambers, Jan. 19, 1857, at 1.

ELECTRIC TELEGRAPH COMPANY OF IRELAND.—List of contributors to be settled, Master of Rolls Chambers, Jan. 15, at 2.

PROTESTANT LIFE AND FIRE INSURANCE ASSOCIATION.—V. C. Kindersley purposes, at his Chambers, Jan. 19, 1857, at 12, to make a call of £4 10s.

ROYAL BRITISH BANK.—V. C. Kindersley purposes, at his Chambers, Jan. 10, 1857, at 2, to make a call for £75 per share.

SAXON LIFE ASSURANCE SOCIETY.—Petition for winding up this Company was presented to the Lord Chancellor by W. E. Williams, surveyor, 75 Coleman-st, Jan. 6.—Ashurst & Co, petitioners' solicitors, 6 Old Jewry.

FRIDAY, Jan. 9, 1857.

BODMIN UNITED MINES COMPANY.—The Master of the Rolls purposes, at his Chambers, Jan. 19, at 1, to make further call of £1 per share. NORWICH YARN COMPANY.—The Master of the Rolls orders a call of £90 per share, payable peremptorily, on Thursday, Feb. 19, at the Norfolk Hotel, Norwich, to Alfred Ainger, off man.

PROTESTANT LIFE AND FIRE INSURANCE ASSOCIATION.—V. C. Kindersley purposes, at his Chambers, Jan. 19, at 12, to make a call for £4 10s. per share.

Scotch Sequestrations.

TUESDAY, Jan. 6, 1857.

MACKENZIE, ALEXANDER, County Clerk, Dingwall, Ross-shire, Dec. 31. Meeting at 12, Jan. 13, Dingwall.

MACKINLAY, ROBERT, Grocer, St. Nicholas-st, Aberdeen, Jan. 2. Meeting at 3, Jan. 15, St. Nicholas Hotel, Aberdeen.

MATTHE, JOHN, Surgeon, Haddington, Dec. 31. Meeting at 12, Jan. 12, George Inn, Haddington.

MITCHELL, JOHN, Slater, Dunoon, Dec. 31. Meeting at 2, Jan. 10, Wellington Hotel, Dunoon.

PULLAR, WILLIAM, Baker, Perth, Dec. 31. Meeting at 1, Jan. 12, Perth.

FRIDAY, Jan. 9, 1857.

BANKS, JAMES, Glazier, Findlay-st, Glasgow, Jan. 5. Meeting at 2, Jan. 13, Globe Hotel, George-st, Glasgow.

CARMICHAEL, ARCHIBALD, Farmer, Middleton, Glasgow, Blairgowrie, Jan. 7. Meeting at 12, Jan. 16, Royal Hotel, Dundee.

COCKBURN, ARCHIBALD WILLIAM, Doctor of Medicine, lately at Kensington, London, and now in South Charlotte-st, Edinburgh. Jan. 5. Meeting at 12, Jan. 14, 18 George-st, Edinburgh, instead of Jan. 5, as formerly advertised.

DRYSDALE, JAMES, Provision Merchant, 34 Renfield-street, Glasgow, Jan. 2. Meeting at 12, Jan. 13, Globe Hotel, George-st, Glasgow.

FORSYTH, JOHN, Farmer, Cuthill, Whitburn, Linlithgow, Jan. 2. Meeting at 12, Jan. 16, Robertson's Hotel, Bathgate.

GOURLAY, JOHN, Plumber, High-st, Dumfries. Jan. 2. Meeting at 12, Jan. 13, Commercial Inn, Dumfries.

HINSHAW, ROBERT, Spirit Dealer, Motherwell, Lanark. Jan. 5. Meeting at 1, Jan. 14, Crow Hotel, George-st, Glasgow.

MACKINLAY, ROBERT, Grocer, St. Nicholas-st, Aberdeen. Jan. 2. Meeting at 3, Jan. 15, St. Nicholas Hotel, Aberdeen.

NAISMITH, THOMAS, Carter, Woodsides, Glasgow, Jan. 6. Meeting at 12, Jan. 16, Faculty-hall, Glasgow.

WATSONS & CO., Woollen-drapers, Paisley, Jan. 7. Meeting at 11, Jan. 19, Ross and Thistle Hotel, Paisley.

Scotch Partnerships Dissolved.

[Extract from the Edinburgh Gazette of Jan. 2, 1857.]

HEATLEY, R. D., & T. J. HARKER, under firm of Dunbar, Heatley, & Co., Merchants, Glasgow. Dec. 31.

HEATLEY, R. D., & T. J. HARKER, under firm of Heatley, Harker, & Co., Merchants, Valparaiso. Dec. 31.

WALKER, WILLIAM R., & JOHN MACKAY, under firm of Walker, Mackay, and Co., Warehousemen, Glasgow. Dec. 31.

BANK of LONDON and NATIONAL PROVINCIAL INSURANCE ASSOCIATION, for effecting every description of Life and Fire Insurance Business. Capital, £1,000,000 sterling. Principal Offices, Threadneedle-street, London.

DIRECTORS.

Chairman—Sir Henry Muggeridge, Alexander C. Ionides, Esq. (firm of Ionides, Sgouta, and Co.).
Alderman. Lord Claud Hamilton, M.P.
Vice-Chairman—John Cumberland, Esq.; William Anthony Purnell, Esq.
John E. Anderdon, Esq.
William Black, Esq. (firm of Black and Blidhead).
Stephen Broad, Esq.
William Carr, Esq.
John Cropp, Esq.
John Geary, Esq.
Thomas Gooch, Esq. (firm of Gooch and Cousins).
Peter Robb, Esq.
Thomas B. Stevens.
John Tarring, Esq. (firm of Tarring and Son).
Alfred Wilson, Esq. (firm of Venables, Wilson, and Tyler).

Bankers—Bank of London.

Actuary—Thomas Walker, Esq., B.A., F.S.S.
Manager and Secretary—Edmund Clinch, Esq.

Insurers in this Association have the security of a large paid-up capital, a proprietary of more than One Thousand Shareholders, and an income from business already acquired exceeding £35,000 per annum.

Prospectuses, with tables and terms of business, may be had at the chief and local offices, or of the Agents throughout the country.

By order,

EDMUND CLENCH, Manager and Secretary.

Threadneedle-street, January, 1857.

* * * The Directors are prepared to entertain applications for Agencies where none have been already appointed.

THE STANDARD LIFE ASSURANCE CO.
Established 1825.

GOVERNOR.

His Grace the Duke of Buccleuch and Queensberry.

DEPUTY-GOVERNOR.

The Right Hon. the Earl of Elgin and Kincardine.

CHAIRMAN OF THE LONDON BOARD.

The Right Hon. the Earl of Aberdeen.

ORDINARY DIRECTORS.

Thomas H. Brooking, Esq., 14, New Broad-street.
I. H. Plowes, Esq., 64, Broad-street.
John Scott, Esq., 4, Hyde Park-street.
Sir Anthony Oliphant, C.B.
Francis Le Breton, Esq., 3, Crosby-square.
Alexander Gillespie, Esq., 3, Billiter-court.

RESIDENT SECRETARY.

H. Jones Williams.

INSPECTOR OF AGENCIES.

William Bentham.

Results of the Year ending November 15th, 1855.

Sums proposed for Assurance	...	...	...	...	...	£716,383	7	11
New Assurances Effected	...	...	...	...	...	£603,323	7	11
Corresponding Annual Premiums on new Assurances	...	...	...	...	...	£20,047	18	0
Claims by Death during the year, exclusive of Bonus	...	...	...	...	...	£75,640	8	0
Additions	...	...	...	...	...	...	...	...
Annual Income as at the date of Balance	...	...	...	...	...	£237,450	1	9
Total Amount Assured, in force at 15th Nov., 1855	...	...	...	...	...	£5,556,106	17	4

Number of Policies in force 9,444

ONE DISTINCTIVE FEATURE of the COMPANY, the operation of which has contributed in a marked degree to the great success of the Institution, is the mode pursued in the Division of Profits.—The Divisions are made at intervals of five years, and the system is such that the greatest benefits are derived by those Members whose Policies are maintained for the longest period; in other words, those who pay most Premiums.

EXAMPLES OF BONUS ALREADY DECLARED.

Date of Policy.	Sum in Policy.	Bonus Additions to 1855.	Sum in Policy with Bonus Addition.
15th Nov. 1825	£1000	£1152 0 0	£2152 0 0
" 1830	1000	867 0 0	1867 0 0
" 1835	1000	582 0 0	1582 0 0
" 1840	1000	347 0 0	1347 0 0
" 1845	1000	174 10 0	1174 10 0
" 1850	1000	64 0 0	1064 0 0

The terms and conditions of the STANDARD are peculiarly suited to those who seek to make the contract of Assurance available as a security.

Liberal surrender values allowed. Commission allowed to Solicitors. First-class applications for agencies in towns where the Company is not represented will meet with attention.

WILL THOS THOMSON, Manager.

JONES WILLIAMS, Resident Secretary, London, 82, King William-street. Edinburgh, 3, George-street.

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